INSTALLMENT DEED

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For and in Consideration of the sum of Three Hundred and Seventy-five Thousand and no/100 ($375,000.00) - Dollars, of which One Hundred Thousand and no/100 ($100,000.00) - - - - - Dollars, has been paid in cash by James A. McKanna and wife, Vivien Casagrande, the receipt of which is hereby acknowledged, and for the remainder Two Hundred and Seventy-five Thousand and no/100 ($275,000.00) - - - - - - Dollars, the said James A. McKanna and wife, Vivien Casagrande, have executed their installment deed note, dated September 10, 1981, payable to the order of Howard (F.) George and wife, Mary T. George, in the principal sum of Two Hundred and Seventy-five Thousand ($275,000.00) dollars, payable in monthly installments as follows: namely, on the 10th day of October, 1981, the sum of Two Thousand Eight Hundred and Twenty-eight and 70/100 ($2,828.70) dollars, and thereafter a like amount on the 10th day of each succeeding month thereafter and the remaining balance of said principal sum on the 10th day of September, 1986. Said payments to be applied first to payment of interest at the rate of 12% per annum, on the principal sum or so much as shall from time to time remain unpaid, and the balance to be applied to the payment of principal sum, until the entire amount, both principal and interest, has been paid in full,

all of said notes bearing twelve (12%) per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein-conveyed, we, Howard (F.) George and wife, Mary T. George,

have this day bargained and sold, and do hereby transfer and convey unto the said James A. McKanna and wife, Vivien Casagrande, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot 3, (Reserved Parcel "A") on the Plan of Tyne Crest, as of record in Book 3700, page 30, Register's Office for said County, and Reserve Parcel "A", on the Revised Plan of Section IV, Tyne Crest, of record in Book 5190, page 37, Register's Office for said County, and A tract of land in the First Civil District of Metropolitan Nashville-Davidson County, Tennessee, formerly the 16th Civil District of Davidson County, lying west and north of Tyne Boulevard, north of Georgetown Court and south and east of Mountainview Drive and being more fully described according to a 1965 survey by James L. Murphy, Jr., and Company, and a more recent drawing made by Ragan-Smith-Murphy & Associates, Inc., dated August 11, 1981, as follows:

BEGINNING at a concrete monument on the westerly right-of-way line of Tyne Boulevard at the northeasterly corner of Lot 3 of Tyne Crest Section 1 as recorded in Book 3700, page 30, R.O.D.C., Tennessee, and proceeding as follows:

1. With the westerly right-of-way line of Tyne Boulevard, southwestwardly with a 694.5 foot radius curve to the right, 240.00 feet to the common southeasterly corner of Lots 3 and 4, said curve has a chord bearing and distance of S 27° 59' 49" W, 238.810 feet; thence,
2. With the common line of Lots 3 and 4, N 52° 06' W, 210.00 feet; thence,
3. N 5° 36' E, 98.94 feet; thence,
4. S 78° 19' 34" W, 244.02 feet to a point on the easterly end of Georgetown Court; thence,
5. Northwardly and westwardly with a 50-foot radius curve to the left, 114.67 feet, said curve has a chord bearing and distance of N 77° 22' 44" W, 91.144 feet; thence,
6. With a 50-foot radius curve to the right, 36.14 feet, said curve has a chord

This is ( ) unimproved (X) improved property, known as 1400 Tyne Boulevard and adjoining acreage
(House Number) (Street) (P. O. Address) (City or Town) (Zip Code)

bearing and distance of S 57° 37' 17" W, 35.355 feet; thence,
7. S 78° 19' 34" W, 50.00 feet; thence,
8. With a 697-foot radius curve to the right, 331.49 feet, said curve has a chord bearing and distance of N 88° 02' 57" W, 328.373 feet; thence,
9. N 74° 25' 28" W, 18.00 feet; thence,
10. N 15° 34' 32" E, 200.00 feet; thence,
11. N 52° 29' 15" W, 174.85 feet; thence,
12. N 58° 15' 24" E, 293.56 feet; thence,
13. S 86° 38' 21" E, 745.67 feet; thence,
14. S 89° 51' 09" E, 128.47 feet; thence,
15. S 9° 06' 15" E, 224.95 feet to an iron pin in concrete on the westerly right-of-way line of Tyne Boulevard; thence,
16. With said line, S 18° 05' 49" W, 169.68 feet to the point of beginning and containing 10.9 acres, more or less.

The above-described tract contains a 5-foot strip dedicated for "Right-of-Way of Tyne Boulevard" as recorded in Tyne Crest in Book 3700, page 30, R.O.D.C., Tennessee. This 5-foot strip is northwest of and parallel with call 1. of the above description.

The above-described 10.9-acre tract, more or less, shall enjoy the use of a driveway easement as recorded on Lot 4 by the recording of Tyne Crest, Section IV, in Book 4715, page 173, Register's Office for Davidson County, Tennessee, and shown as Reserve Parcel "B", on the Revised Plan of Section IV, Tyne Crest, of record in Book 5190, page 37, Register's Office for said County, and is described as follows:

BEGINNING at the northeast corner of Lot 4 on said plan and proceeding as follows:
1. Southwestwardly with the southeasterly line of Lot 4 and a 694.5 foot radius curve to the right, 50 feet; thence
2. N 52° 06' W, 110.0 feet; thence,
3. N 25° 08' 10" W, 110.17 feet to a concrete monument at the northerly most corner of Lot 4; thence,
4. With the northeasterly line of Lot 4, S 52° 06' E, 210.0 feet to the point of beginning and containing approximately 0.18 of an acre, more or less.

BEING the same property conveyed to Howard (F.) George and wife, Mary T. George by two deeds, to wit: (1) being part of the property conveyed to Howard George and wife, Mary T. George, by deed from James E. Covington, Clerk and Master of the Chancery Court of Davidson County, Tennessee, of record in Book 1944, page 92, Register's Office for Davidson County, Tennessee, and (2) the two parcels of land conveyed to Howard F. George and wife, Mary T. George, by deed from U. Grant Browning, Trustee, of record in Book 5340, page 282, Register's Office for Davidson County, Tennessee.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said James A. McKanna and wife, Vivien Casagrande, their heirs and assigns forever. We covenant that we are lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered, except 1981 taxes which have been pro rated and assumed by grantees. We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said James A. McKanna and wife, Vivien Casagrande, their heirs and assigns, against the lawful claims of all persons.

And now, for the purpose of better and more effectually securing the payment of said lien notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, we, the said James A. McKanna and wife, Vivien Casagrande do hereby transfer and convey unto Harry G. Nichol, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

We, the said James A. McKanna and wife, Vivien Casagrande, do hereby agree to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire insurance company or companies for at least the sum of $150,000.00 (minimum) / until the notes herein secured are fully paid, and to have the loss, if any, made payable on the policy or policies to said Trustee for the benefit of the lawful owner and holder of said notes, as his interst may appear.

We further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case we fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment.

Now, if we, the said James A. McKanna and wife, Vivien Casagrande, shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if we fail to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; if we fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said notes, within thirty days from date of such payment, this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said notes, or any of said notes then past due and unpaid, all remaining unpaid notes shall become due and payable at once, without notice, and the said Trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty days' notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the front door of the Court House in said county to the highest bidder for cash, at public outcry, free from the equity of redemption, homestead, dower and all other exemptions of every kind, which are hereby expressly waived; and the said Trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The creditor may bid at any sale under this trust conveyance. We agree, that the Trustee may, at any time after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. We further agree that, in the event the Trustee fails, before selling said property, as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the Trustee of a deed for said property. In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

1st. To the payment of all costs, charges and expenses of executing this conveyance and enforcing said lien as herein provided; also reasonable attorney's fees for advice in the premises, or for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of said lien; also the expenses of any such litigation.

2nd. To the payment of all taxes which may be unpaid on said premises.

3rd. To the payment of all unpaid notes herein secured, and any and all sums expended in the protection of said property, as herein authorized.

4th. The residue, if any, will be paid to James A. McKanna and wife, Vivien Casagrande their representatives or assigns.

In case of the death, absence, inability or refusal to act of said Trustee at any time when action under the foregoing power and trusts may be required, the lawful owner and holder of said lien notes, or, if more than one, then of the first-maturing unpaid note, is hereby authorized and empowered to name and appoint a successor to execute this trust by an instrument in writing to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to Harry G. Nichol, Trustee, shall be vested in said successor.

Said Trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

IN WITNESS WHEREOF, we, the said Howard (F.) George and wife, Mary T.George, and James A. McKanna and wife, Vivien Casagrande hereunto set our hands at Nashville, Tennessee, this the 10 day of September, 1981.

Howard F. George

Mary T. George

James A. McKanna

Vivien Casagrande

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Harry G. Nichol, a Notary Public in and for said County and State, the within named Howard (F.) George and wife, Mary T. George

the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Davidson County, Tennessee, this 10th day of September, 1981.

Harry G. Nichol, Notary Public.

Commission Expires apr. 21, 1985

STATE OF Tennessee
Davidson County.

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named James A. McKanna and wife, Vivien Casagrande,

the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Davidson County, Tennessee this 10th day of September 81

Harry G. Nichol, Notary Public.

Commission Expires apr. 21, 1985.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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7858

Before me, , a Notary Public of the State and

County aforesaid, personally appeared ,

with whom I personally acquainted, and who, upon oath, acknowledged self to be ,

of the ,

the within named bargainor, a corporation, and that he as such ,

being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by self as .

Witness my hand and seal, at office in ,

this day of , 19 .

, Notary Public.

Commission expires .

(over for additional acknowledgements)

09/14 1263.50- CHECK

G59729

IDENTIFICATION REFERENCE

SEP 14 1 40 PM '81

FEE $ ... REGISTER
DAVIDSON COUNTY, TENN.

INSTALLMENT DEED

FROM
HOWARD (F.) GEORGE and wife,
MARY T. GEORGE

TO
JAMES A. McKANNA and wife,
VIVIEN CASAGRANDE

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

ADDRESS NEW OWNER(S) AS FOLLOWS	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
James A. McKanna and wife, Vivien Casagrande	Same	145-2-38 145-2-20 145-2-56 145-2-55 Js
(NAME)	(NAME)	
1400 Tyne Boulevard		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tenn., 37215		
(CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY
Harry G. Nichol, Atty.
219 2nd Ave. N.
Nashville, Tenn., 37201.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 375,000.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 10th DAY OF September, 1981

Harry G. Nichol
Notary Public

MY COMMISSION EXPIRES 4/1/84

DAVIDSON CO. TENN. NOTARY PUBLIC

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

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CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			375000.00- CO	
			275000.00- MO	
			975.00 CO TX	
			273.00 MO TX	
			.50 PRFEE	
			15.00 WDEED	
			CHECK 1263.50-	
7650A09/14/81			BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 5 9 7 2 9

IDENTIF. REFERENCE

SEP 14 1 40 PM '81

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TENN.

No. 843361