OFFICIAL RECEIPT

INSTALLMENT DEED

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $250,000.00.

Frank Oster
Affiant

Subscribed and sworn to before me, this the 27 day of October, 1982.

W. Bryan Brooks
Notary Public

My commission expires: 10-21-84
(Affix Seal)

BOOK 5956 PAGE 1

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Frank Oster Unit 253 4400 Belmont Park Terrace Nashville, Tennessee 37210	Home Federal 4th Avenue, North Nashville, Tennessee 37201	162-1-102 through 113

Mail

FOR AND IN CONSIDERATION of a note in the sum of One Hundred Twenty-Eight Thousand Eight Hundred Fifty-Nine and 12/100 ($128,859.12) Dollars and for Frank Oster, Trustor assuming sole responsibility of a certain indebtedness secured by a Deed of Trust to Attorneys Title Company, Inc., Trustee of record Book 4748, page 207, said Register's Office, dated September 19, 1973, to secure to Home Federal Savings & Loan Association, an indebtedness in the original amount of $139,200.00, and any other sums which may be and become payable under the terms thereof, including but not limited to principal, interest and service fee, (See instrument for complete terms and conditions as well as possible rights and options of the mortgagee, including rights respecting assumption of the debt secured thereby) (Applies to Lots 20, 21, 22, 23 & 24); and Frank Oster, Trustor, assuming sole responsibility of a certain indebtedness secured by a Deed of Trust to Attorneys Title Company, Inc., Trustee, of record in Book 4748, page 203, said Register's Office, dated September 19, 1973, to secure to Home Federal Savings & Loan Association, an indebtedness in the original amount of $140,000.00, and any other sums which may be and become payable under the terms thereof, including but not limited to principal, interest and service fee. (See instrument for complete terms and conditions as well as possible rights and options of the mortgagee, including rights respecting assumption of the debt secured thereby) (Applies to Lots 15, 16, 17, 18 and 19). Frank Oster, Trustor, has executed an installment deed note of even date herewith in the principal sum of One Hundred Twenty-Eight Thousand Eight Hundred Fifty-Nine and 12/100 ($128,859.12) Dollars payable to the order of the owner and holder thereof, Wayne Williams, together with interest, all as therein provided and specified; and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed, WAYNE WILLIAMS has this day bargained and sold, and does hereby transfer and convey unto the said FRANK OSTER, Trustor, his successors, heirs and assigns, certain real estate in Davidson County, Tennessee, described as follows:

LAND in Davidson County, Tennessee, being Lot Nos. 20, 21, 22, 23, 24 on the Plan of Tusculum Gardens, Section I, of record in Plat Book 4660, page 35, Register's Office for said County, to which plan reference is hereby made for a more complete and accurate description.

LAND in Davidson County, Tennessee, being 5 tracts or parcels of land more particularly described as follows:

TRACT NO. I:
LAND in Davidson County, Tennessee, being Lot No. 15 on the Plan of Tusculum Gardens, of record in Plan Book 4660, page 35, Register's Office for Davidson County, Tennessee, and decribed more fully as follows:

SAID Lot No. 15 fronts 58 feet on the southerly margin of Garden View Court, and extends back 188.2 feet on the westerly line and 225.3 feet on the easterly line, which is a broken line, to a dead line in the rear, measuring 42.35 feet thereon.

TRACT II:
LAND in Davidson County, Tennessee, being Lot No. 16 on the Plan of Tusculum Gardens, of record in Plat Book 4660, page 35, Register's Office for Davidson County, Tennessee, and described as follows:

SAID Lot No. 16 fronts 66.38 feet on the southerly margin of Garden View Court and extends back 160.4 feet along the westerly line and 188.2 feet along the easterly line to a dead line, measuring 104.49 feet thereon.

TRACT NO. III:
LAND in Davidson County, Tennessee, being Lot No. 17 on the Plan of Tusculum Gardens, of record in Plan Book 4660, page 35, Register's Office for Davidson County, Tennessee, and described as follows:

SAID Lot No. 17 fronts 75.99 feet on the southerly margin of Garden View Court and extends back 123.8 feet along the westerly line and 160.4 feet along the easterly line to a dead line, measuring 89.65 feet thereon.

TRACT NO. IV:
LAND in Davidson County, Tennessee, being Lot No. 18 on the Plan of Tusculum Gardens, of record in Plan Book 4660, page 35, Register's Office for Davidson County, Tennessee, and described as follows:

SAID Lot No. 18 fronts 43.20 feet on the southwesterly terminus of Garden View Court and extends back 120 feet along the northerly line and 123.8 feet along the easterly line to a dead line in the rear, said dead line being a broken line, measuring 162.75 feet thereon.

TRACT NO. V.:
LAND in Davidson County, Tennessee, being Lot No. 19 on the Plan of Tusculum Gardens, of record in Plan Book 4660, page 35, Register's Office for Davidson County, Tennessee, and described as follows:

SAID Lot No. 19 fronts 49.75 feet on the westerly terminus of Garden View Court and extends back 197.3 feet along the northeasterly line and 120 feet along the southerly line to a dead line in the rear, measuring 207.50 feet thereon.

BEING the same property conveyed to FRANK OSTER & WAYNE WILLIAMS, by deed from JAMES E. CARY AND WIFE, PATRICIA S. CARY, of record in Book 5717, page 806, Register's Office for Davidson County, Tennessee.

Frank Oster, Trustor, and Wayne Williams, owner and holder of the installment deed note, agree that Frank Oster, Trustor, assumes the sole responsibility of notifying the current insuror to change the current policy covering said improved property to his name only as the sole owner and to add Wayne Williams, owner and holder of the installment deed note, to said policy as an additional mortgagee.

Frank Oster, Trustor, hereby assumes all previous indebtedness on said property, including but not limited to, all previous notes, mortgages, and deeds of trust, and Frank Oster, Trustor, hereby agrees to notify all prior lien holders of his sole assumption of all previous indebtedness on said property, including but not limited to all previous notes, mortgages and deeds of trust, and Frank Oster, Trustor, hereby agrees to pay any and all damages and penalties due to, or imposed by the owner or holder of any prior indebtedness on said property, for any reason whatsoever, and to indemnify and hold harmless Wayne Williams and the owner and holder of the installment deed note, from any and all liability whatsoever, resulting fron the claim of the owner or holder of any prior indebtedness on said property as well as any reasonable attorney's fee incurred by Wayne Williams and the owner and holder of the installment deed note, in the defense of any action brought by the owner or holder of any prior indebtedness.

Frank Oster, Trustor, further agrees that said installment deed note, of even date herewith, will be immediately due and payable to the owner and holder thereof, upon the sale or transfer of any or all of said property described above unless the owner and holder of the installment deed note gives prior written approval of the buyer or transferee thereof.

This is improved property, known as 5105 Colemont Drive, 300 Gardenview Court, 304 Gardenview Court, 305 Gardenview Court, 307 Gardenview Court, 308 Gardenview Court, 312 Gardenview Court, 313 Gardenview Court, 317 Gardenview Court, and 319 Gardenview Court, all in Nashville, Tennessee.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said FRANK OSTER, Trustor, his successors, heirs and assigns forever. WAYNE WILLIAMS covenants that he is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered, except for a certain indebtedness secured by a Deed of Trust to Attorneys Title Company, Inc., Trustee, of record in Book 4748, page 207, said Register's Office, dated September 19, 1973, to secure to Home Federal Savings & Loan Association, an indebtedness in the original amount of $139,200.00, and any other sums which may be and become payable under the terms thereof, including but not limited to principal, interest and service fee, (See instrument for complete terms and conditions as well as possible rights and options of the mortgagee, including rights respecting assumption of the debt secured thereby) (Applies to Lots 20, 21, 22, 23 & 24); and a certain indebtedness secured by a Deed of Trust to Attorney's Title Company, Inc., Trustee, of record in Book 4748, page 203, said Register's Office, dated September 19, 1973, to secure to Home Federal Savings & Loan Association, an indebtedness in the original amount of $140,000.00, and any other sums which may be and become payable under the terms thereof, including but not limited to principal, interest and service fee. (See instrument for complete terms and conditions as well as possible rights and options of the mortgagee, including rights respecting assumption of the debt secured thereby) (Applies to Lots 15, 16, 17, 18, and 19).

WAYNE WILLIAMS further covenants and binds himself, his heirs and representatives, to warrant and forever defend the title to said real estate to FRANK OSTER, Trustor, his (successors), 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 indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they may mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said FRANK OSTER, hereinafter referred to as Trustor, hereby transfers and conveys unto LAWRENCE E. LEVINE, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:

Trustor agrees to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire insurance company, or companies, for the sum of $500,000.00, or at least the maximum insurable value, until the indebtedness herein secured is 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 or holder of said indebtedness as his interest may appear.

Trustor further agrees to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereinafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by Trustor upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear the highest legal rate of interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if Trustor shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustor fails to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums, with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, 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 indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof, 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. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed 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 indebtedness 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 trustor, his order, 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 indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, 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 the above named trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 27 day of October, 1982.

Frank Oster

FRANK OSTER

WAYNE WILLIAMS

STATE OF TENNESSEE }

COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, FRANK OSTER and WAYNE WILLIAMS, the within named 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, Tennessee, this 27 day of October, 1982.

W. Bryan Brooks

NOTARY PUBLIC

My Commission Expires:

10-21-84

OFFICIAL RECEIPT

10/28 752.40-

STATE OF.....

COUNTY OF.....

BOOK 5956 PAGE 5

Personally appeared before me, ...*, a Notary Public in and for said County and State,* .....

.....

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

Witness my hand and official seal at.....,
this.....*day of*....., *19*.....

.....*Notary Public*

Commission expires.....

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ...*, a Notary Public of the State and County aforesaid, personally appeared*.....,
with whom I am 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.....

H 14484

T
IDENTIF. REFERENCE

Oct 23 8 42 AM '82

FELIX A. MILLSAPS III REGISTER
DAVIDSON COUNTY, TN

INSTALLMENT DEED

FROM

JAYNE WILLIAMS

TO

FRANK OSTER

This instrument prepared by:
. BRYAN BROOKS, Attorney
avine & Brewer
10 Third Avenue, North
ashville, Tennessee 37201
44-4944

Chicago Title Insurance Company
First American Center — Phone 255-4631
NASHVILLE, TENNESSEE 37238

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR BOOK 5956 PAGE 6

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
			250000.00-	CO
			128659.12-	MO
			660.00	CO TX
			126.90	MO TX
			.50	PRFEE
			15.00	WDEED
				CHECK 792.40-
			6404A10/26/82	BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 1 4 4 8 4.

IDENTIF. REFERENCE T

OCT 28 8 42 AM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 906985