INSTALLMENT DEED

For and in Consideration of the sum of Fifty-five Thousand and No/100 ($55,000.00) Dollars, of which Thirteen Thousand Seven Hundred Fifty & No/100 ($13,750.00) Dollars, has been paid in cash by ECS, Inc. the receipt of which is hereby acknowledged, and for the remainder Forty-One Thousand Two Hundred fifty and No/100 ($41,250.00) Dollars, the said ECS, Inc. has executed its promissory note of even date herewith payable to the order of Citizens Savings Bank & Trust Co. in the principal amount of $41,250.00 payable in 24 monthly installments as follows; On the 5th day of November, 1983, the sum of $568.43 and thereafter 23 monthly installments each for like amount payable on the 5th day of each succeeding month with interest at the rate of 11% per annum to be applied first to the payment of interest and the remainder to principal with the balance, including accrued interest to be payable on November 5, 1985,

all of said notes bearing six 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, Citizens Savings Bank & Trust Co.

has this day bargained and sold, and do hereby transfer and convey unto the said ECS, Inc. heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

TRACT I: Land in Davidson County, Tennessee being Lot Nos. 1,2,3, and 4 on Dallas Plan of Subdivision of Lot Nos. 120,121,and 122 Samuel Watkins Plan, as of record in Book 57, page 53, Register's Office for said County, and parts of Lot Nos. 118 and 119 on the Plan of Samuel Watkins Estate Property, as of record in Book 57, page 13, said Register's Office described together as follows:

Beginning at the southeast corner of Clinton Street and 14th Avenue North; thence with the southerly margin of Clinton Street eastwardly 250 feet to the line between said two lots southwardly 87 feet to the northerly margin of an alley; thence with said alley westwardly 250 feet to the easterly margin of 14th Avenue North; thence with said Avenue northwardly 87 feet to the beginning.

Being the same property conveyed to Citizen's Savings Bank and Trust Company by Trustee's deed of record in Book 6092, page 865, Register of Deeds, Davidson County, Tennessee.

RUSH

FELIX A. ... REGISTER DAVIDSON COUNTY, TN

NOV 1 1 14 PM '83

IDENTIF. REFERENCE

H83687

This is improved (X) unimproved ( ) property, known as 1305 Clinton Ave., Nashville, TN
(House Number) (Street) P. O. Address (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said ECS, Inc. successors, representatives ~~xxxxx~~ and assigns forever. It covenant that it is lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

It further covenants and binds itself, its successors, ~~heirs~~ and representatives, to warrant and forever defend the title to said real estate to said ECS, Inc. its, 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 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 it in hand paid, Grantee, the said ECS, Inc.

do hereby transfer and convey unto Donald H. Winters, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

It, the said ECS, Inc.

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 $41,250.00 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.

It further agrees 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 it fails 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 it, the said ECS, Inc. 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 it fails 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; it fails 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. It agrees, 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. It further agrees 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 ECS, Inc., its 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 Donald H. Winters, 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 Citizens Savings Bank & Trust Co. and ECS, Inc. hereunto set our hands at Nashville, Tennessee, this the 7th day of October 1983

Citizens Savings Bank & Trust Co.

BY: Donald H. Winters

ECS, Inc.

BY: [signature]

STATE OF TENNESSEE
Davidson County

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the 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 _____ Tennessee, this _____ day of _____, 19____

_____, Notary Public.

Commission Expires _____

STATE OF _____

_____ **County.**

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the 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 }

BOOK 6167 PAGE 823

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)

INSTALLMENT DEED

FROM Citizens Savings Bank & Trust Co.

TO ECS, INC.

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

TOWLEY CO. NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
ECS, INC. (NAME)	SAME (NAME)	Map 92-8
831 Mansell Rd (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par. 58
Roswell Ga. 30075 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

This instrument prepared by:
SCHULMAN, LE ROY & BENNETT, P.C.
P [illegible]
[illegible]

This instrument prepared by:
SCHULMAN, LE ROY & BENNETT, P.C.
P. O. BOX 2707
NASHVILLE, TENN. 37219

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $55,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 7th DAY OF October, 1983

Notary Public

MY COMMISSION EXPIRES: 7-18-87

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Before me Janice H. LeGrande of the State and County aforesaid, personally appeared Donald H. Winters, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be Assistant Vice President of Citizens Savings Bank & Trust Co., the within named bargainor, a corporation, and that he as such Assistant Vice President, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Assistant Vice President.

Witness my hand and seal, at office in Nashville, this 7th day of October, 1983.

Janice H. LeGrande
NOTARY

My Commission Expires:
10/24/86

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Before me JoAnn M. Manning of the State and County aforesaid, personally appeared Larry G. Sloan, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be President of ECS, Inc., the within named bargainor, a corporation, and that he as such President, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as such President.

Withness my hand and seal, at office in Nashville, this 7th day of October, 1983.

NOTARY

My Commission Expires:
7-18-87

11/01-197.70- CHECK

9412

OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

BOOK 6167 PAGE 825

RECEIVED OF _____

FOR _____

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
			55000.00- CAMT.	
			41250.00- MAMT.	
			143.00 CSTAX	
			39.20 MSTAX	
			.50 PRFEE	
			15.00 WDEED	
			CHECK	197.70-
			9412A11/01/83 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H83687

IDENTIF. REFERENCE

Nov 1 1 14 PM '83

FELIX Z. WILSON, JR. REGISTER
DAVIDSON COUNTY, TN

No. 990343