THIS INSTRUMENT PREPARED BY:

Andrew B. Gibson, Jr.
Suite 200, 430 Third Avenue, North
Nashville, Tennessee 37201

BOOK 6363 PAGE 470

INSTALLMENT DEED/WRAP MORTGAGE

ADDRESS OF NEW OWNERS AS FOLLOWS:

Edward P. Lassan & Steven M. Lassan
Nashville, Tennessee 37209
(806 46th Avenue North)

MAP & PARCEL NUMBERS:

Map 83-9 Parcel 160
18W-15600 - #6 South
14th Street

Map 83-9 Parcel 355
1517 Forrest Avenue
Nashville, Tennessee

Map 82-8 Parcel 373
27W-18735
1001 Chickamauga Avenue

Map 82-12 Parcel 39
19W-13230 - 106 Neill Ave.
Nashville, Tennessee

SEND TAX BILLS TO:

#6 South 14th Street -
National Mortgage Company
4041 Knight Arnold Road
Memphis, Tennessee 38118

1517 Forrest Avenue -
Bobby R. Morefield
7915 Hooten Hows Road
Nashville, Tennessee 37221

106 Neill Avenue -
Bobby R. Morefield
7915 Hooten Hows Road
Nashville, Tennessee 37221

1001 Chickamauga Avenue -
Lomas & Nettleton Company
P. O. Box 84581
Dallas, Texas 75262

I 4 4 2 0 7.

IDENTIFICATION

AUG 20 3 24 PM '84

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

FOR AND IN CONSIDERATION of the sum of ONE HUNDRED EIGHTY THOUSAND ($180,000.00) DOLLARS, of which FIVE THOUSAND ($5,000.00) DOLLARS has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder ONE HUNDRED SEVENTY-FIVE THOUSAND ($175,000.00) DOLLARS, Edward P. Lassan and Steven M. Lassan have executed a Promissory Note of even date payable to the order of Bobby R. Morefield, Holder of the Note, in the original principal sum of ONE HUNDRED SEVENTY-FIVE THOUSAND ($175,000.00) DOLLARS, payable with interest at the rate of Thirteen (13%) percent per annum upon the following terms and

08/20 835.50 CHECK

3592

conditions namely:

On the 1st day of September, 1984, the sum of ONE THOUSAND THREE TWENTY-SEVEN AND 08/100 ($1,327.08) DOLLARS, and thereafter the sum of ONE THOUSAND EIGHT HUNDRED NINETY-FIVE AND 83/100 ($1,895.83) DOLLARS on the 1st day of each month for ONE HUNDRED NINETEEN (119) consecutive months. Said sums being interest only, with the entire principal amount due and payable in full TEN (10) years from the first interest payment, thus the total principal payment is due and payable on August 31, 1994. The total principal and any unpaid interest then owing will be paid to Bobby R. Morefield, or his heirs or assignees.

This note cannot be assumed, transferred or otherwise conveyed to another purchaser without the written permission of the Holder. If said property is conveyed to another purchaser without the written permission of the Holder, the Holder of this Note can call this Note at once due and payable. If said property is conveyed to another purchaser, the interest rate may be renegotiated. If payment is not received by the tenth (10th) day of the month, a four (4%) percent late charge will be added to the payment 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, Bobby R. Morefield, Holder of the Note, and Bobby R. Morefield has this day bargained and sold and does hereby transfer and convey unto the said Edward P. Lassan and Steven M. Lassan, Successors, heirs and assigns, certain real estate in Davidson County, Tennessee as follows:

Land in Davidson County, Tennessee, being the southeast parts of Lots Nos. 6 and 7 on the Map of E. S. Priest Subdivision, as of record in Book 161, page 43, Register's Office for said County.

Said parts of said lots front 50 feet on the westerly side of South 14th Street and run back between lines; 75.5 feet on the southerly line, along the northerly margin of an alley, and 75 feet on the northerly line, along the south line of a part of said lots conveyed to Bessie I. Andrews, by deed of record in Book 1133, page 464, said Register's Office, to the easterly line of a part of Lot No. 6 conveyed to J. D. Brown, by deed of record in Book 367, page 220, said Register's Office, on which it measures 50 feet.

Being the same property conveyed to Bobby Morefield, by deed, from Jerry Spencer, Trustee, of record in Book 5928, page 437, Register's Office for Davidson County, Tennessee.

This instrument is made subject to all applicable local government planning, building and zoning regulations.

This is improved property known as #6 South 14th Street, Nashville, Tennessee.

Being Lot No. 63 on the Plan of the Subdivision of the A.V.S. Lindsley 29-acre tract, as of record in Book 57, page 66, Register's Office for Davidson County, Tennessee.

Said Lot No. 63 fronts 50 feet on the northerly side of Forrest Avenue and runs back between parallel lines 150 feet to an alley.

Being the same property conveyed to Bobby R. Morefield by deed from Nancye L. Mabry and husband, Roy Gregory, of record in Book 5874, page 441, Register's Office for Davidson County, Tennessee. Roy Gregory joined in this conveyance to convey any interest he might have owned as husband of Nancye L. Mabry.

This is improved property known as 1517 Forrest Avenue, Nashville, Tennessee 37206

Land in Davidson County, Tennessee, being the westerly 45 feet of the southerly 150 feet of Lot No. 55 on the Map of Stratton & Seymour's Addition to Edgefield, as of record in Book 57, page 23, Register's Office for said County.

Said part of said lot fronts 45 feet on the north side of Chckamauga Street or Avenue and runs back between parallel lines along the east margin of Johnson Avenue or Laurent Street, 150 feet to a dead line or alley in the rear.

Being the same property conveyed to Bobby R. Morefield by deed from Amos Stafford, Eddy Lee Heady, Patsy Ann Heady and John Edd Stafford, of record in Book 5882, page 660, Register's Office for Davidson County, Tennessee. (Lorene Stafford one of the original Grantors under that deed having been deceased.)

This is improved property known as 1001 Chickamauga Avenue, Nashville, Tennessee.

Land in Davidson County, Tennessee, being Lot No. 133, on the Map of Neill S. Brown's Plan of Lots, as of record in Book 57, page 150, Register's Office for said County.

Said Lot No. 133 fronts 50 feet on the westerly side of Neill Avenue and runs back between parallel lines 170 feet to an alley.

Being the same property conveyed to Bobby R. Morefield from Margie L. Williams by deed of record in Book 5977, page 193, Register's Office of Davidson County, Tennessee. (Walter B. Williams, originally one of the Grantors of that deed, having been deceased.)

This is improved property known as 106 Neill Avenue, Nashville, Tennessee.

TO HAVE AND TO HOLD the said tracts or parcels of land with the appurtenances, estate, title and interest thereto belonging to the said Grantees, their heirs and assigns, forever. And I do covenant with the said Grantees that I am lawfully

seized and possessed of said land in fee simple, having good right to convey it, and the same is unencumbered, unless otherwise herein set out. And I further covenant and bind myself, my heirs and representatives to warrant and forever defend the title to the said land to the said Grantees, their heirs and assigns against the lawful claims of all persons, whomsoever.

FOR AND IN CONSIDERATION of ONE ($1.00) DOLLAR to us paid, the receipt of which is acknowledged, and the other considerations hereinafter mentioned, Edward P. Lassan and Steven M. Lassan have this day bargained and sold and do hereby transfer and convey, to Andrew B. Gibson, Jr., Trustee, and his successors in trust, certain property in the State of Tennessee, County of Davidson, as follows:

Land in Davidson County, Tennessee, being the southeast parts of Lots Nos. 6 and 7 on the Map of E. S. Priest Subdivision, as of record in Book 161, page 43, Register's Office for said County.

Said parts of said lots front 50 feet on the westerly side of South 14th Street and run back between lines; 75.5 feet on the southerly line, along the northerly margin of an alley, and 75 feet on the northerly line, along the south line of a part of said lots conveyed to Bessie I. Andrews, by deed of record in Book 1133, page 464, said Register's Office, to the easterly line of a part of Lot No. 6 conveyed to J. D. Brown, by deed of record in Book 367, page 220, said Register's Office, on which it measures 50 feet.

Being the same property conveyed to Bobby Morefield, by deed, from Jerry Spencer, Trustee, of record in Book 5928, page 437, Register's Office for Davidson County, Tennessee.

This instrument is made subject to all applicable local government planning, building and zoning regulations.

This is improved property known as #6 South 14th Street, Nashville, Tennessee.

Being Lot No. 63 on the Plan of the Subdivision of the A.V.S. Lindsley 29-acre tract, as of record in Book 57, page 66, Register's Office for Davidson County, Tennessee.

Said Lot No. 63 fronts 50 feet on the northerly side of Forrest Avenue and runs back between parallel lines 150 feet to an alley.

Being the same property conveyed to Bobby R. Morefield by deed from Nancye L. Mabry and husband, Roy Gregory, of record in Book 5874, page 441, Register's Office for Davidson County, Tennessee. Roy Gregory joined in this conveyance to convey any interest he might have owned as husband of Nancye L. Mabry.

This is improved property known as 1517 Forrest Avenue, Nashville, Tennessee 37206

Land in Davidson County, Tennessee, being the westerly 45 feet of the southerly 150 feet of Lot No. 55 on the Map of Stratton & Seymour's Addition to Edgefield, as of record in Book 57, page 23, Register's Office for said County.

Said part of said lot fronts 45 feet on the north side of Chickamauga Street or Avenue and runs back between parallel lines along the east margin of Johnson Avenue or Laurent Street, 150 feet to a dead line or alley in the rear.

Being the same property conveyed to Bobby R. Morefield by deed from Amos Stafford, Eddy Lee Heady, Patsy Ann Heady and John Edd Stafford, of record in Book 5882, page 660, Register's Office for Davidson County, Tennessee. (Lorene Stafford one of the original Grantors under that deed having been deceased.)

This is improved property known as 1001 Chickamauga Avenue, Nashville, Tennessee.

Land in Davidson County, Tennessee, being Lot No. 133, on the Map of Neill S. Brown's Plan of Lots, as of record in Book 57, page 150, Register's Office for said County.

Said Lot No. 133 fronts 50 feet on the westerly side of Neill Avenue and runs back between parallel lines 170 feet to an alley.

Being the same property conveyed to Bobby R. Morefield from Margie L. Williams by deed of record in Book 5977, page 193, Register's Office of Davidson County, Tennessee. (Walter B. Williams, originally one of the Grantors of that deed, having been deceased.)

This is improved property known as 106 Neill Avenue, Nashville, Tennessee.

TO HAVE AND TO HOLD, said property to the said Andrew B. Gibson, Jr., Trustee, and his successor in trust, forever. We convenant that we are lawfully seized of the said property and have a good right to convey it, and that the same is unencumbered.

We further covenant and bind ourselves; and our heirs and respresentatives, to warrant and defend the title to said property to the said Andrew B. Gibson, Jr., Trustee, and his successor in trust, and his assigns, forever, against the lawful claims of all persons.

This conveyance of the property and all covenants and warrants contained herein are made expressly subject to the following:

1. Real estate taxes for the current year.

2. As to the property located at #6 South 14th Street, a lien of that certain deed of trust dated November 11, 1982, Delta Title Company, Trustee, securing an indebtedness in favor of

National Mortgage Company in the original principal sum of $37,600.00-------- of record in Book 5964, page 253, said Register's Office. As to 1001 Chickamauga, a lien of that certain deed of trust dated the 12th day of December, 1963, Reau Folk, Jr., Trustee, securing an indebtedness in favor of Lomas & Nettleton Company, assignee, in the original principal sum of $8,950.00----------of record in Book 3689 page 193, said Register's Office. As to 106 Neill Avenue, a lien of that certain Installent Deed dated December 14, 1982, securing an indebtedness in favor of Margie L. Williams, in the original principal sum of $210,846.16 as to all property as a whole in the original principal sum of $28,023.85 as the 106 Neill Avenue, of record in Book 5977, page 191, said Register's Office. As to 1517 Forrest Avenue, there are no liens as to this property.

The Deed of Trust and Installment Deed described in Paragraph 2 above are referred to herein as the "Prior Mortgages".

3. The rights of tenants in possession of the property under leases existing on the date first above written.

TO HAVE AND TO HOLD said property with the appurtenances, estate, title and interest thereto belonging to the Trustee and his successors in trust, forever.

Grantors, Edward P. Lassan and Steven M. Lassan, covenant that Grantors are lawfully seized of the property, have a good right to convey it, and that the same is unencumbered except as set forth hereinabove.

Grantors, Edward P. Lassan and Steven M. Lassan, further covenant and bind themselves to warrant and forever defend the title to the property to the Trustee, and to his successors in trust and assigns, against the lawful claims of all persons whomsoever.

But this conveyance is made IN TRUST for the following uses:

To secure the payment of the indebtedness evidenced by a wraparound Note (the "NOTE"), of even date herewith from the Grantors, Edward P. Lassan and Steven M. Lassan, payable to Bobby R. Morefield, Holder of the Note, (the payee and all successors in title to the Note being collectively referred to as the "Holder") in the principal sum of ONE HUNDRED SEVENTY-FIVE THOUSAND ($175,000.00) DOLLARS, payable with interest at the rate of Thirteen (13%) Percent per annum upon the following terms and conditions namely: On the 1st day of September, 1984, the sum of ONE THOUSAND THREE HUNDRED TWENTY-SEVEN AND 08/100 ($1,327.08) DOLLARS, and thereafter the sum of ONE THOUSAND EIGHT HUNDRED NINETY-FIVE AND 83/100 ($1,895.83) DOLLARS on the 1st day of each month for ONE HUNDRED NINETEEN (119) consecutive months. Said sums being interest only, with the entire principal amount due and payable in full TEN (10) years from the first interest payment, thus the

total principal payment is due and payable on August 31, 1994. The total principal and any unpaid interest then owing will be paid to Bobby R. Morefield, or his heirs or assignees. This Installment Deed/Wraparound Mortgage and/or Deed of Trust secures the payment of said indebtedness and all renewals or extensions thereof, all interest thereon and all other sums due thereunder are under the provisions of this instrument.

Pursuant to the provision of T.C.A. Section 64-1108, the Holder does not consent to the priority of any contract, whether now in existence or hereafter entered into, for the making of improvements upon the property, over the lien of this Deed of Trust.

As part of the consideration for the execution of this instrument, and of the indebtedness secured hereunder, Grantors agree:

1. To pay to the Holder the outstanding principal of the Note, and all interest thereon, and all other sums due thereunder, as and when the same shall become due as provided therein.

2. To keep all buildings now located on, or hereafter erected upon the property insured in some reliable fire insurance company or companies, acceptable to the Holder, in a policy or policies of fire and extended coverage insurance, in such amount as shall from time to time be approved by the Holder, but not less than the outstanding balance of the indebtedness secured hereby, with the loss, if any, made payable to the Grantors and to the Holder, as their respective interests may appear; the right being expressly reserved to apply the proceeds of any such insruance to the payment of the indebtedness secured hereby or at its election, and subject to the concurrence of the Holders of the Prior Mortgages, to use such proceeds for the repair and/or replacement of any improvements situated upon the property which may be damaged or destroyed as a result of any insured casualty.

3. To pay, before the same becomes delinquent, all taxes, assessments (general or special), and other charges levied upon, assessed, or made against the property, this Deed of Trust, the indebtedness secured hereby, or any interest of the Holder or of the Trustee therein. Therefore, if the monthly payment to any of the individuals or mortgage companies listed above in this document which hold notes owed by Bobby R. Morefield, increase due to an increase in either taxes, insurance or FHA MIP premiums, said payments to Bobby R. Morefiled shall increase by an appropriate amount.

4. To keep and maintain the property and all improvements thereon in good condition and repair, and not to permit or suffer any waste to the same.

5. To retain title to the property, and not to convey the same without approval of the Holder, which approval shall not be unreasonably withheld.

6. To reimburse the Holder any amounts which it may expend in the protection of the property and/or in the perservation of the priority of the lien of this Deed of Trust, by reason of failure of the Grantors to keep and perform any of the foregoing covenants, together with interest upon all amounts so advanced, at the highest effective rate of interest then permitted by applicable law, such reimbursement to be made within fifteen (15) days after notice in writing from the Holder of the making of any such expenditure; it being expressly stipulated, nevertheless, that nothing in this paragraph, or elsewhere in this Deed of Trust, shall be construed to require the Holder to expend any funds or to take any other form of curative action, should there be a breach of any covenant or agreement contained in this Deed of Trust.

7. To pay all costs and expenses incurred by the Holder or by the Trustee in the defense of the Trustee's title hereunder, or the lien of this instrument, including reasonable attorney's fees.

8. With the exception of payments of principal and interest thereon, to observe the provisions and to perform in accordance with the provision of the Prior Mortgages, as said Prior Mortgages require such performance and observance on the part of the Grantors, Edward P. Lassan and Steven M. Lassan, thereof.

9. It is understood and agreed that the Grantors herein, Edward P. Lassan and Steven M. Lassan, shall:

   (a) Have the right, in the event of Holder's default, to make any payment or perform any act under the Prior Mortgages which Holder is required or permitted to do in any manner deemed appropriate, including discharge, compromise or settlement of any lien of the Prior Mortgages, or redemption from sale or forfeiture of any prior tax lien, and all such monies so expended, including prepayment premiums, shall be credited against the indebtedness secured hereby, with interest thereon at the rate of Thirteen (13%) Percent per annum, the same to be payable upon demand; and

   (b) To the extent that the Grantors, Edward P. Lassan and Steven M. Lassan, shall make any payments to the Beneficiary under the terms and provisions of the Prior Mortgages, the Grantors herein shall be subrogated to all the rights, powers, provisions, and liens of the Beneficiary of such Prior Mortgages and shall be entitled to all of the benefits thereof.

10. Grantors shall not, without prior written consent of Holder, amend, extend, or modify, in any way whatsoever, the Prior Mortgages or the Note it secures or any other security instrument given to secure said Note.

11. Edward P. Lassan and Steven M. Lassan further agree to make monthly payments, in addition to their interest as stated above, as to taxes and insurance. These additional sums could increase and upon notice by Bobby R. Morefield, Edward P. Lassan and Steven M. Lassan will begin making the increased payments accordingly upon the next monthly payment due.

As part of the consideration for the execution of this instrument, Holder agrees that to the extent of payments received on the Note secured by this Installment Deed/Wraparound Mortgage and/or Deed of Trust, and so long as there is no default in this Installment Deed/Wraparound Mortgage and/or Deed of Trust, to make payments of principal and interest as they become due upon the promissory notes secured by the Prior Mortgages; provided, however, if the Grantors, Edward P. Lassan and Steven M. Lassan, are not in default under this Deed of Trust or the Note secured by it and if the Holder is in default under the terms of the Prior Mortgages, then in this event, Grantors, Edward P. Lassan and Steven M. Lassan, shall have the right to make payments directly to the payees of the aforementioned promissory notes and to deduct any such payments actually made by Grantors from any additional payments Grantors may owe Holder of the Note secured by this Installment Deed/Wraparound Mortgage and/or Deed of Trust.

Now, if the Grantors, Edward P. Lassan and Steven M. Lassan, shall pay said indebtedness and all installments thereof, including both principal and interest, when due, according to the terms of the Note, and if the Grantors, Edward P. Lassan and Steven M. Lassan, shall keep and perform each of the other covenants and agreements herein contined, then, this trust conveyance shall be of no further force or effect. But, if the Grantors, Edward P. Lassan and Steven M. Lassan, shall fail to pay said indebtedness, or any part or installment thereof, or any interest thereon, when due, or if the Grantors, Edward P. Lassan and Steven M. Lassan, shall fail to keep and perform any of the other covenants and agreements herein contained, or if the Grantors, Edward P. Lassan and Steven M. Lassan, shall make an assignment for the benefit of creditors, or should a receiver, liquidator, or trustee of the Grantors, or of any of the Grantor's property, be appointed, or should any petition in bankrupty, or for the reorganization or arrangement of the Grantors pursuant to the Federal Bankruptcy Act, or any statute, federal or state, similar thereto, be filed by or against the

Grantors, then and in any of such events, this trust conveyance shall remain in full force and effect, and at the option of the Holder, all remaining unpaid indebtedness shall become due and payable at once, without notice, and the Trustee, acting in person or through an agent or agents duly appointed by him for this purpose, is hereby authorized and empowered, upon giving twenty (20) days' notice by three (3) publications in any newspaper, daily or weekly, published in the county in which the property is located, to sell the property at the front door of the Courthouse in said County (or at such other place at said Courthouse as is usually and customarily used for the conduct of foreclosure sales) to the highest bidder for cash, at public outcry, free from the equity of redemption, which is hereby expressly waived; and the Trustee is authorized and empowered to execute and deliver a deed to the purchaser. Said sale may be adjourned from day to day by the Trustee or his agent or succesor, by announcement at the Courthouse on the date the sale is originally set, or any adjournment thereof, and may be reset at a later date without any additional publication. The creditor may bid at any sale under this trust conveyance. Grantors, Edward P. Lassan and Steven M. Lassan, agree that the Trustee may, at any time after default in the payment of any part of said indebtedness, enter and take possesion of the property, and shall only account for the net rents actually received by him. Grantors, Edward P. Lassan and Steven M. Lassan, further agree that, in the event the Trustee fails, before selling the 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 the property.

The Holder may, at any time and from time to time, without assigning cause, in Holder's sole discretion, remove the Trustee herein named and appoint a successor to execute this trust, by an instrument in writing duly executed by the Holder and filed for record in the county in which the property is located and, upon the execution and filing of such instrument, the title herein conveyed to the Trustee shall be vested in the successor so appointed.

In the event of a sale of the property under and by virtue of this trust, the Grantors, Edward P. Lassan and Steven M. Lassan, and all persons holding under Grantors, shall be and become the tenants at will of the purchaser from and after the execution and delivery of a deed to such purchaser, said tenancy to be determined at the option of said purchser upon five (5) days' written notice.

Upon any sale under this Deed of Trust, the proceeds will be applied by the Trustee:

First: To pay all the costs and charges of executing this trust, including attorney's fees and the expenses of any litigation which may arise on account of the execution and enforcement of this trust, or in connection therewith as above specified.

Second: To pay said debt, or any balance thereof then remaining unpaid.

Third: The residue shall be paid to Grantor, or Grantor's order.

Any Trustee sale made necessary by default of the above provisions shall be free from the statutory right of redemption as set out in T.C.A. Section 66-8-101.

Upon default by the Grantors to the Holder of this Note, said default being considered two (2) weeks late in any monthly payment, all rental monies owed by tenants in any of the properties transferred by this document, shall be paid directly to Bobby R. Morefield with said sums to be applied toward the late payments, this assignment of rentals being permanent unless released by Bobby R. Morefield by written agreement to the Lassans. It is agreed and understood by Edward P. Lassan and Steven M. Lassan that all notice is waived, and that upon any monthly interest payment being more than two (2) weeks late, this assignment of rents will immediately take place and go into effect, again without notice, and Bobby R. Morefield shall have the right to collect all rentals from said tenants of these properties.

As mentioned in this document, upon payment not being received by the 10th day of the month, there is a four (4%) percent late charge, but upon payment not being received within two (2) weeks and/or fourteen (14) days of the first day of the

month, the Note will be considered in default.

Wherever used herein, the singular number shall be deemed to include the plural, and vice versa, and the masculine gender shall be deemed to include the feminine or neuter, and vice versa. In addition, the word "Grantors" shall be deemed to include not only the Grantors specifically named in this Deed of Trust, but also all successors of such Grantors in title to the property.

Notwithstanding any provision in this Deed of Trust, or in any other instrument given in connection herewith, to the contrary, if the Grantors shall fail to pay any installment of principal or interest due on the Note, or if the Grantors, Edward P. Lassan and Steven M. Lassan, shall fail to keep and perform any agreement or undertaking contained herein, the holder of the Note shall be entitled to cause the Trustee to foreclose this Deed of Trust and to apply the proceeds of such foreclosure against all sums then due the Holder, but the Grantors shall not be accountable for any further or other sums due on the Note, this Deed of Trust, or otherwise, it being stipulated that the Holder of the Note shall look solely to the security afforded by this Deed of Trust for the protection of its rights.

WHEREAS, Edward P. Lassan and Steven M. Lassan understand that they are assuming the indebtedness herein mentioned and further that this indebtedness is subject to Prior Mortgages held by: #6 South 14th Street - National Mortgage Company; 1001 Chickamauga Avenue - Lomas & Nettleton Company; 106 Neill Avenue - Margie L. Williams; which at the present time, the unpaid balance as to these loans total approximately $67,799.74.

WHEREAS, the purchasers, Edward P. Lassan and Steven M. Lassan, and Bobby R. Morefield, herein agree that Bobby R. Morefield, Holder, his heirs, personal representatives, successors and assigns, will continue to make said payments to all of the mortgagees listed in the Prior Mortgages.

This Note by said Edward P. Lassan and Steven M. Lassan is joint and several and shall bind them, their heirs, personal representatives, successors and assigns.

This Installment Deed/Wraparound Mortgage and/or Deed of Trust is security for Wraparound Note/Deed of Trust Note, executed of even date made by Edward P. Lassan and Steven M. Lassan, promising to pay the original principal sum of ONE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 ($175,000.00) DOLLARS, reference is hereby made and become a part hereof and this document is a lien on the four (4) properties described above and Bobby R. Morefield agrees to release said properties individually upon payment received as follows:

#6 South 14th Street	$58,500.00
106 Neill Avenue	58,500.00
1517 Forrest Avenue	29,000.00
1001 Chickamauga	29,000.00

Upon any one (1) or more of these properties being paid in full as stated above, Bobby R. Morefield agrees to sign a release of lien as to that property.

IN WITNESS WHEREOF, the parties have hereunto executed this instrument this 10 day of August, 1984.

EDWARD P. LASSAN

BOBBY R. MOREFIELD

STEVEN M. LASSAN

*ANN C. MOREFIELD

**JUDY LASSAN

*Ann C. Morefield enters this agreement to convey any and all interests she might have as spouse of Bobby R. Morefield.

**Judy Lassan joins in this transaction to convey any interests she might have as spouse of Edward P. Lassan, and also signs as being jointly responsible on this Note with her husband, Edward P. Lassan.

STATE OF TENNESSEE

COUNTY OF DAVIDSON

The actual consideration for this transfer or value of property (whichever is greater) is $180,000.000. This is equal to or greater than the property would bring at a fair and voluntary sale.

Sworn to and subscribed before me this 10 day of August, 1984.

NOTARY PUBLIC

My Commission Expires:

11-1-87

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, Notary Public in and for said County and State, Edward P. Lassan, Steven M. Lassan and Judy Lassan, the within named bargainors, with whom I am personally acquainted, and who acknowledged that they exectued the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 10 day of August, 1984.

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Andrew B. Gibson, Sr.
NOTARY PUBLIC

Mc Commission Expires:

11-1-87

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Bobby R. Morefield and wife, Ann C. Morefield, 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 10 day of August, 1984.

Andrew B. Gibson, Sr.
NOTARY PUBLIC

My Commission Expires:

11-1-87

INSTALLMENT DEED

FROM: Bobby R. Morefield,
Holder of the Note

TO: Edward P. Lassan and
Steven M. Lassan

WRAPAROUND MORTGAGE

FROM: Edward P. Lassan and
Steven M. Lassan

TO: Andrew B. Gibson, Jr.,
Trustee

PREPARED BY:
Andrew B. Gibson, Jr.
Suite 200, 430 Third Ave., North
Nashville, Tennessee 37201

OFFICIAL RECEIPT

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

RECEIVED OF _____ BOOK 6363 PAGE 485

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
			180000.00-	CAMT.
			175000.00-	MAMT.
			466.00	CSTAX
			173.00	MSTAX
			.50	PRFEE
			45.00	RDEED
			CHECK	666.50-
			3592A08/20/84 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I 4 4 2 0 7

IDENTIFICATION REFERENCE

AUG 20 3 24 PM '84

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No.0062333