Prepared by: Milton W. Smith, Jr.
4301 Hillsboro Road
Nashville, Tn. 37215

Installment Deed

BOOK 6755 PAGE 397

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Christopher Nicola Tomescu Trust & Joe and Sharon Feagin, Children's Trust, (NAME:)	Jon Condoianis, Trustee (NAME:)	Map 161
5825 Nolensville Road (STREET ADDRESS OR ROUTE NUMBER)	7848 Alto Caro Drive (STREET ADDRESS)	P/O Parcel 95
Nashville, Tn. (CITY) (P. O. ZONE) (STATE)	Dallas, Texas 75248 (CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of three hundred thousand and 00/100 ($300,000.00) *Dollars,*

of which one hundred thousand and 00/100 (100,000.00) *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* two hundred thousand and 00/100 (200,000.00) *Dollars,*

Christopher Nicola Tomescu Trust and Joe and Sharon Feagin, Children's Trust, hereinafter called Grantee, have executed their installment deed note of even date herewith payable to the Grantor, hereinafter named, in two annual installments as set out in the installment deed note of even date, the terms and conditions of said note which are incorporated hereby by reference as fully as if set out herein verbatim,

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, Bill Henry and wife, Hattie Mai Polston Henry, hereinafter called Grantor,

have this day bargained and sold, and do hereby transfer and convey unto the said Christopher Nicola Tomescu Trust and Joe and Sharon Feagin, Children's Trust, its (successors), ~~heirs~~ and assigns,

certain real estate in Davidson County, Tennessee, as follows:

(See attached sheet for legal description.)

RUSH

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IDENTIFICATION REFERENCE

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STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 300,000.00

Subscribed and sworn to before me, this the 30th day of December 19 85

Howard Gibson
Affiant

My commission expires: 7-17-87 (Affix Seal)

Notary Public

This is improved ( ) unimproved ( ) property, known as 5825 (House Number) Nolensville Road (Street), Nashville (P. O. Address), TN (City or Town).

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantees, its (successors), ~~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.

we further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Grantee, 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 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 mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Grantee *hereinafter referred to as trustors, hereby transfer and convey unto* Vance Cramb, *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:*

Trustors 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 the sum of $ full *, 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.*

Trustors further agree 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 hereafter 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 trustors 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 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustors 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, trustors fail 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 convenance 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 equity of redemption, statutory right of redemption, homestead, and all other exemptions and rights 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 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 trustors, their 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 Registers Office for Davidson County, Tennessee, and the title herein conveyed to the above named trustee shall be vested in said successor.

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

Witness Our *hand* s *this* 30th *day of* December, *19* 85, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Bill Henry

Bill Henry

Hattie Mai Polston Henry

Hattie Mai Polston Henry

Christopher Nicola Tomescu Trust

By: Howard Gibson, acting as attorney-in-fact Howard Gibson

Joe and Sharon Feagin, Children's Trust

By: Howard Gibson, acting as attorney-in-fact Howard Gibson

STATE OF TENNESSEE
COUNTY OF Davidson

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State, the within named* Bill Henry and wife, Hattie Mai Polston Henry, and Howard L. Gibson, acting as attorney-in-fact for Christer Nicola Tomescu Trust and Joe and Sharon Feagin, Children's Trust,

the bargainor s, *with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that* Bill Henry and Hattie Mai Polston Henry *executed the within instrument for the purposes therein contained,* and Howard L. Gibson, attorney, executed same as the Free Act and deed of said trusts set out above.

Witness my hand and official seal at Nashville, Tennessee, *this* 30th *day of* December, *19* 85.

My commission expires 7-18-87 *Notary Public*

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

STATE OF TENNESSEE
COUNTY OF _____

Before me, _____, *a Notary Public of the State and County aforesaid, personally appeared* _____ *and* _____ *with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged* _____ _____ *to be the* _____ *and* _____ _____ *respectively of* _____, *the within named bargainor, a corporation, and that* _____ *as such* _____ *and* _____, *executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said* _____ *as* _____ *and attesting the same by the said* _____ *as* _____ _____.

Witness my hand and seal, at office in _____, *this* _____ *day of* _____, *19*____.

_____ *Notary Public*

Commission expires _____.

INSTALLMENT DEED

FROM
BILL HENRY, and wife,
HATTIE MAI POLSTON HENRY

TO
CHRISTOPHER NICOLA TOMESCE TRUST
&
JOE and SHARON FEAGIN,
CHILDREN'S TRUST

Published by

Ticor Title Insurance Company
Public Square Building
344 4th Avenue North
NASHVILLE, TENNESSEE 37219

A parcel of land situated in the First Civil District, Councilmatic District 31, Davidson County, Tennessee, said parcel being located 820 feet, more or less, southerly from Old Hickory Boulevard, and being more particularly described as follows:

BEGINNING at a set stone at a fence corner, said stone being the northwesterly corner to the property herein conveyed, also bearing S 06° 01' W, 25.96 feet from a point in the southerly margin of Swiss Avenue, a 50-foot right-of-way;

THENCE, S 83° 38' E, 1,248.13 feet to a point in the westerly margin of Nolensville Road;

THENCE, with the said margin, southeasterly with a curve to the right, 50.69 feet to a point, said curve having a central angle of 0° 42' 13", and a radius of 4,128.00 feet, said point being a corner on the new severance boundary now common to Bill Henry, of record in Book 4012, Page 401, R.O.D.C.;

THENCE, leaving the said road with the new severance boundary, the following courses:

N 83° 38' W, 434.33 feet to a point;
S 06° 01' W, 480.00 feet to a point:
N 83° 38' W, 822.00 feet to a point in a fence line, said point being the northwesterly corner of the W. M. Seat parcel, of record in Book 1637, Page 530, R.O.D.C.

THENCE, with the easterly boundry of Hickory Heights Villa Parcel C, N 06° 01' E, 530.00 feet to the point of beginning.

Containing 457,380 square feet, or 10.50 acres, more or less.

Being part of the property conveyed to Bill Henry and wife Hattie Mai Polston Henry, of record in Book 4012, Page 401, Register's Office for said county.

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

RECEIVED OF _____

FOR _____ BOOK 6755 PAGE 400

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
			30[illegible].00-	CAPT.
			200[illegible].00-	MAMT.
			700.00	CSTAX
			198.00	MSTAX
			.50	PRFE
			9.00	MDEED
			CHECK	907.50-
			2670A01/03/86 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

66163

IDENTIFICATION REFERENCE

JAN 3 4 08 PM '86

FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY

No. 207512