THIS INSTRUMENT PREPARED BY:
Charles B. Reasor, Jr.
3305 West End Avenue
Nashville, TN 37203

INSTALLMENT DEED

ADDRESS NEW OWNER:	SEND TAX BILLS TO:	MAP/PARCEL NOS.
DONALD E. BURGNER, and wife, RITA G. BURGNER 1315 Vultee Blvd Nashville TN 37217	MAURICE J. KARR 6319 Charlotte Ave. Suite B-16 Nashville, TN 37209	Map 102-2, Par. 78 FB #2DA-57750

FOR AND IN CONSIDERATION OF the sum of Sixty Thousand and No/100 ($60,000.00) Dollars, of which Six Thousand and No/100 ($6,000.00) Dollars, has been paid in cash by DONALD E. BURGNER, and wife, RITA G. BURGNER, hereinafter referred to as "Grantees," the receipt of which is hereby acknowledged by MAURICE KARR, TRUSTEE, with full power to transfer, sell, encumber, convey and mortgage without the joinder of a beneficiary, hereinafter referred to as "Grantor," and for the remainder of Fifty-Four Thousand and No/100 ($54,000.00) Dollars, the said Grantees have executed an Installment Deed Note in the original principal amount of Fifty- Four Thousand and No/100 ($54,000.00) Dollars, payable with interest thereon as therein provided in sixty-one (61) monthly installments of interest and principal, which instrument provides for the payment of collection costs, attorney's fees, and other costs and expenses incident to collection.

To secure the indebtedness evidenced by the said Installment Deed Note, including principal, interest, and collection costs thereon, a lien is expressly retained on the real property herein conveyed from Grantor to Grantees.

Grantor has this day bargained and sold, and does hereby transfer and convey unto Grantees, Grantees' heirs and assigns, certain improved real property in Davidson County, Tennessee, described in Exhibit "A," which is attached hereto and incorporated herein by reference.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $60,000.00.

Donald E Burgner
AFFIANT

SUBSCRIBED and sworn to before me this 10th day of June, 1985.

Kay Meador
NOTARY PUBLIC

MY COMMISSION EXPIRES: 10-19-86

This is improved real property known as 1313 Vultee Boulevard, Nashville, Tennessee.

TO HAVE AND TO HOLD said real property, with the appurtenances, estate, and title thereto belonging, unto the said Grantees, Grantees' heirs and assigns forever. Grantor covenants that he is lawfully seized and possessed of said real property in fee simple, that he has a good right to convey the same, and that

06/03 232.50- CHECK

the same is unencumbered except for 1985 Metropolitan Nashville and Davidson County, Tennessee real property taxes, matters shown on any recorded subdivision plat for said real property, as of record in Book 1424, Page 92, Register's Office for Davidson County, Tennessee, restrictions contained in Book 1682, Page 1, Register's Office for Davidson County, Tennessee, easements for public utilities and vehicular and pedestrian ingress and egress serving the improvements upon the said real property, and all other matters contained in the public records and within the knowledge of Grantees, including, but not limited to a Lease, dated January 29, 1982, by and between Grantor and Merrell Associates, INC. hereinafter referred to as the "Lease."

Grantor further covenants and binds himself, his successors and assigns, to warrant and forever defend the title to said real property to Grantees and Grantees' heirs and assigns, against the lawful claims of all persons claiming by, through, or under Grantor.

For the purpose of better securing the indebtedness evidenced by the Installment Deed Note, and for the purpose of rendering unnecessary court proceedings for the enforcement of the vendor's lien herein retained, in the event of a default under the terms of the said Installment Deed Note or this instrument, Grantees hereby transfer and convey unto CHARLES B. REASOR, JR., TRUSTEE, his successors and assigns, the real property described in Exhibit "A," together with the appurtenances, estate, title and interest thereto belonging, for the purpose of securing the aforesaid indebtedness, and for no other purpose.

Grantees agree to keep all improvements on said real property insured with some reliable fire insurance company or companies in an amount equal to the replacement cost of the same, if obtainable, but at least equal to the principal balance of the indebtedness herein secured, until the indebtedness herein secured is fully paid and to name the holder of the indebtedness herein secured as a loss payee.

Grantees further covenant to keep the improvements on the said real property in good repair and preservation and to pay all taxes and assessments thereon before the same become delinquent. In case Grantees fail to insure or maintain said improvements or to pay said taxes, then the Trustee, or the holder of the indebtedness secured herein, or either 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 herein and to charge interest thereon at the highest lawful rate under the then existing laws of the State of Tennessee. The failure of Grantees to immediately reimburse the Trustee or the holder, as the case may be, for all sums so expended, together with interest thereon, as aforesaid, shall be a condition of default hereunder. The holder of the indebtedness secured herein reserves the right to require monthly escrow payments for the payment of insurance premiums and real property taxes if such holder reasonably feel insecure with respect to the ability of Grantees to make timely payments of insurance premiums and/or taxes. In the event such holder shall reasonably feel insecure and require such escrow payments, the same shall be paid to such holder, along with each monthly installment of interest as required by the Installment Deed Note, with each such payment being in an amount equal to one-twelfth (1/12) of the amount necessary to pay such insurance premiums or taxes prior to the date upon which the same become delinquent. Such escrow funds may be commingled by such holder with its other funds and no interest shall be due thereon.

Now, if Grantees shall pay the indebtedness herein secured according to the terms of the Installment Deed Note, pay the said taxes, and keep the said improvements insured and maintained, as aforesaid, then this trust conveyance shall be of no further force and effect. If Grantees fail to pay any installments due under the terms of the Installment Deed Note, or fail to pay said taxes, or fail to keep the improvements insured and maintained, as hereinabove provided, or fail to reimburse the Trustee or the holder for all sums expended for such purposes, with interest thereon as above provided, this trust conveyance shall remain in full force and effect, and at the option of the holder of the indebtedness secured herein, all principal, interest, and sums so advanced shall become immediately due and payable, without notice, in which event the Trustee, or his successor in trust, is hereby authorized and empowered upon giving twenty (20) days' notice by three (3) publications in any newspaper, daily, or weekly, published in Davidson County, Tennessee, to sell the said real property, or any portion thereof at the front door of the courthouse in said County to the highest bidder for cash, at public outcry, free from the equity of redemption, homestead, dower, and all other exemptions and rights of redemption, of every kind, whether created by statute or common law, which are hereby expressly waived. In the event of such sale, Trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The holder of the indebtedness secured herein may bid at any sale under this trust conveyance. Grantees agree that Trustee or the holder of the indebtedness herein secured, may at any time after default hereunder, enter and take possession of the said real property and shall only account for the net rents actually received. Grantees further agree that in the event Trustee or the holder of the indebtedness herein secured elect not to enter and take possession of the said real property before selling the same as hereinabove provided, the purchaser at the foreclosure sale shall be entitled to immediate possession thereof upon the delivery to him by the Trustee, or his successor in trust, of a deed for said real property. In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

First, to the payment of all costs, charges, and expenses of executing this conveyance and enforcing the vendor's lien herein retained, reasonable attorney's fees, reasonable Trustee's fees, and all costs of collection, including, but not limited to, court costs, postage, and advertising costs; and

Second, to the payment of all taxes, which may be unpaid on the said real property; and

Third, to the payment of all principal and accrued interest due under the terms of the Installment Deed Note, and any and all sums expended in the protection of the said real property as herein authorized; and

Finally, the residue, if any, will be paid to Grantees, or to Grantees' order.

The holder of the indebtedness herein secured is authorized at all times to remove the Trustee and appoint a successor by recording an Appointment of Successor Trustee in the Register's Office for Davidson County, Tennessee, and, in the event of such removal and appointment, the Successor Trustee shall be vested with the title, benefits, and obligations of the Trustee herein named.

Trustee, and any successor, shall execute this trust without being required to give bond or file any account or settlement in relation to the trusteeship herein created.

Neither the real property described herein nor any portion thereof, nor any interest therein may be sold or otherwise transferred without the prior written consent of the holder of the Installment Deed Note, which consent may be withheld for any reason. The real property herein described may not be encumbered by secondary or inferior liens securing an indebtedness to a third party without the prior written consent of the holder of the Installment Deed Note, which consent shall not be unreasonably withheld; provided, if foreclosure proceedings on any such inferior lien should be advertised or instituted by the holder of the indebtedness thereby secured, the same shall constitute an event of default hereunder. In the event any notice of mechanics', materialmen's, laborers', furnishers', architects', engineers' or other involuntary lien is filed against any portion of the real property described herein, the filing of the same shall constitute an event of default hereunder. The improvements presently located upon the real property described herein may not be demolished without the prior written consent of the holder of the Installment Deed Note. For the purpose of this instrument, the voluntary destruction of twenty-five (25.0%) percent or more of the fair market value of said improvements shall be considered a demolition thereof unless said destruction is incident to a plan of renovation or expansion of the same, which has been previously approved by the holder of the Installment Deed Note.

This instrument serves as an assignment of the Lease; provided, however, Grantor does not assign any past due rent or other charges due under the Lease to Grantor accruing prior to the date hereof. This instrument also serves as a bill of sale with respect to two (2) window air conditioning units described in Exhibit "B," to the Lease; provided, however, the same are conveyed "as is" and "where is" and without warranty or representation.

Joy R. Karr has joined in the execution of this instrument for the purpose of conveying the marital rights, if any, which she may have in the real property herein described, but she makes no representation or warranty with respect to the same. Maurice J. Karr, individually, and Joy R. Karr, have joined in the execution of this instrument to convey any beneficial interest they may have in the real property herein described, but they make no representation or warranty with respect to the same.

IN WITNESS WHEREOF, Grantor and Grantees have executed this Installment Deed on this the 10th day of June, 1985.

GRANTOR:

Maurice Karr Trustee

MAURICE KARR, TRUSTEE, with full power to transfer, sell, encumber, convey, and mortgage without the joinder of a beneficiary.

Maurice J Karr

MAURICE J. KARR, Individually

Joy R Karr

JOY R. KARR

GRANTEES:

Donald E Burgner

DONALD E. BURGNER

Rita G. Burgner

RITA G. BURGNER

STATE OF TENNESSEE
COUNTY OF DAVIDSON

PERSONALLY APPEARED BEFORE ME, Kay Meador, a Notary Public in and for said County and State, the within named Maurice Karr, Trustee, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS MY HAND AND OFFICIAL SEAL at Nashville, Tennessee, this 10th day of June, 1985.

Kay Meador

NOTARY PUBLIC

MY COMMISSION EXPIRES:
10-19-86

STATE OF TENNESSEE
COUNTY OF DAVIDSON

PERSONALLY APPEARED BEFORE ME, Kay Meador, a Notary Public in and for said County and State, the within named Maurice J. Karr, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS MY HAND AND OFFICIAL SEAL at Nashville, Tennessee, this 10th day of June, 1985.

Kay Meador
NOTARY PUBLIC

MY COMMISSION EXPIRES:
10-19-86

STATE OF TENNESSEE
COUNTY OF DAVIDSON

PERSONALLY APPEARED BEFORE ME, VICKY GARNER, a Notary Public in and for said County and State, the within named Joy R. Karr, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS MY HAND AND OFFICIAL SEAL at Nashville, Tennessee, this 17th day of June, 1985.

Vicky L. Garner
NOTARY PUBLIC

MY COMMISSION EXPIRES:
My Commission Expires JULY 21, 1985

STATE OF TENNESSEE
COUNTY OF DAVIDSON

PERSONALLY APPEARED BEFORE ME, Kay Meador, a Notary Public in and for said County and State, the within named Donald E. Burgner, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS MY HAND AND OFFICIAL SEAL at Nashville, Tennessee, this 10th day of June, 1985.

Kay Meador
NOTARY PUBLIC

MY COMMISSION EXPIRES:
10-19-86

STATE OF TENNESSEE
COUNTY OF DAVIDSON

PERSONALLY APPEARED BEFORE ME, Kay Meador, a Notary Public in and for said County and State, the within named Rita G. Burgner, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS MY HAND AND OFFICIAL SEAL at Nashville, Tennessee, this 12th day of June, 1985.

Kay Meador
NOTARY PUBLIC

MY COMMISSION EXPIRES:
10-19-86

EXHIBIT "A"

LEGAL DESCRIPTION

LAND in Davidson County, Tennessee, being Lot No. 18 on the Plan of Stardust Acres, as of record in Book 1424, Page 92, Register's Office for Davidson County, Tennessee.

BEGINNING on the southerly margin of Vultee Boulevard at the corner of Lots 17 and 18; thence the line between said two lots, southwardly 170 feet to a point in the northerly line of Lots Nos. 26 and 25; thence with the northerly line of Lots Nos. 26 and 25, eastwardly 59.8 feet to the westerly margin of an alley; thence with said alley northwardly 150 feet, to the beginning of a curve; thence around said curve in a northwesterly direction 31.4 feet to the southerly margin of Vultee Boulevard; thence with same westwardly 40 feet to the beginning.

BEING the same property conveyed to MAURICE KARR, TRUSTEE, by deed of record in Book 3538, Page 325, Register's Office for Davidson County, Tennessee.

7.9.7.0.1

IDENTIFI REFERENCE

MAR 3 12 43 PM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

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

RECEIVED OF _____

FOR _____

BOOK 6793 PAGE 971

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
			60000.00-	CAMT.
			54000.00-	MAMT.
			156.00	CSTAX
			52.00	MSTAX
			.50	PRFEE
			24.00	WDEED
				CHECK 232.50-
			9050A03/03/86	BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

7.9.7.0 1

IDENTIFT REFERENCE

MAR 3 12 43 PM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 223479