INSTALLMENT DEED

For and in Consideration of the sum of SEVENTY-FIVE THOUSAND AND NO/100 ($75,000.00)********** Dollars, of which Ten Thousand and No/100 ($10,000.00)********** Dollars, has been paid in cash by James E. Beene, Sr. and wife, Thelma B. Beene the receipt of which is hereby acknowledged, and for the remainder SIXTY-FIVE THOUSAND AND NO/100 ($65,000.00)********** Dollars, the said James E. Beene, Sr. and wife, Thelma B. Beene, have executed a certain Installment Deed Note of even date in the principal amount of $65,000.00, with interest at Nine and one-half per cent (9½%) per annum payable to William R. Overton and wife, Dorothy G. Overton, or order, in 120 monthly installments as follows:

On the 9th day of October, 1986, the sum of $546.56, and thereafter a like sum of $546.56 each on the 9th day of each succeeding month and the remaining balance of all unpaid principal, plus accrued interest, in the final and 120th installment, being a balloon payment, on the 9th day of September, 1996, with each said installment being applied first to accrued interest at the aforementioned rate and the balance to unpaid principal with the remaining unpaid balance of principal and accrued interest, if not sooner paid, due and payable on the 9th day of September, 1996, subject and according to the terms and conditions stated therein; and to secure said Note and all extensions and renewals thereof, in whole or in part;

and to secure the payment of the debt hereinabove set out together with all charges and claims made and provided in the said instrument or note evidencing the debt, reference to which is here made, a lien is expressly retained on the land herein conveyed, we, William R. Overton and wife, Dorothy Overton,

have this day bargained and sold, and do hereby transfer and convey unto the said James E. Beene, Sr. and wife, Thelma B. Beene, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 59 on the Plan of Blair Heights, Section III, as of record in Book 2133, page 104, Register's Office for said County.

Said Lot No. 59 fronts 130.08 feet on the northerly side of Linda Lane and runs back 229.76 feet on the easterly line and 294.9 feet on the westerly line to a dead line measuring 196.05 feet thereon.

BEING the same property conveyed to William R. Overton and wife, Dorothy Overton, by deed from Castleman Construction Company, a Tennessee corporation, recorded October 26, 1960, in Book 3157, Page 33, in the Register's Office of Davidson County, Tennessee.

GRANTORS furthermore convey and transfer herewith to the Grantees one utility house on said property and all draperies, one wall air conditioner, and one gas space heater located in the house on said property.

NOTWITHSTANDING any provision herein to the contrary, in the event the Grantees enter into any contract, agreement or arrangement with any person, partnership or corporation, which shall provide for the assumption or transfer of the obligation of the Grantees under the Installment Deed Note, secured herein, and the mortgage securing the same, without the prior written consent of the holder of said Note, then such failure to obtain consent shall be deemed a default of said Note and the conditions contained herein, and the entire unpaid principal plus accrued interest shall at once become due and payable at the option of the holder of such Note without notice, and the Trustee shall be empowered to sell said property as herein set out.

This is unimproved ( ) improved (X) property, known as 508 Linda Lane, Madison, Tennessee 37115
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

SUBJECT to restrictions of record in Book 2291, Page 89, and Book 2133, Page 104, in said Register's Office; and subject to setback lines and easements on the plat of record in said Book 2133, Page 104.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said James E. Beene, Sr. and wife, Thelma B. Beene, their 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 James E. Beene, Sr. and wife, Thelma B. Beene, their 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 in hand paid, we, the said James E. Beene, Sr. and wife, Thelma B. Beene,

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

We, the said James E. Beene, Sr. and wife, Thelma B. Beene

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 the insurable value 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 interest may appear.

We further agree 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 we fail 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 we, the said James E. Beene, Sr. and wife, Thelma B. Beene 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 we fail 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; if we fail 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, the statutory right of redemption, homestead, dower, statutory or elective rights, 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. We agree, 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. We further agree 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 James E. Beene, Sr. and Thelma B. Beene, thei 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 Gary D. Copas, 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 William R. Overton and Dorothy Overton and James E. Beene, Sr. and Thelma B. Beene hereunto set our hands at Nashville, Tennessee, this the 9th day of September 1986

William R. Overton

Dorothy Overton

James E Beene Sr

Thelma B. Beene

STATE OF TENNESSEE

Davidson County

Personally appeared before me, Gary D. Copas, a Notary Public in and for said County and State, the within named William R. Overton and wife, Dorothy Overton, and James E. Beene, Sr. and wife, Thelma B. Beene,

the bargainors, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purpose therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 9th day of September, 1986

Gary D. Copas, Notary Public

Commission Expires 11-30-88

STATE OF TENNESSEE

_____ County.

Before me, _____, a Notary Public in and for the State and County aforesaid, personally appeared _____

with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the _____ of the _____, a corporation, and that he as such _____, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as _____

Witness my hand and official seal at Nashville, Tennessee, this _____ day of _____, 19____

_____, Notary Public

Commission Expires _____

BOOK 6976 PAGE 618

STATE OF TENNESSEE
COUNTY OF _____

Before me, _____, a Notary Public in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a partner of _____, the within named bargainor, a partnership and that he as such partner, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by himself as a partner.

Witness my hand and official seal at Nashville, Tennessee, this _____ day of _____, 19____

_____, Notary Public.

Commission Expires _____

RUSH

SEP 11 2 15 PM '86

4125 6

INSTALLMENT DEED

FROM
WILLIAM R. OVERTON,
ET UX

TO
JAMES E. BEENE, SR.,
ET UX

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
James E. Beene, Sr., et ux	Same	42-15
(NAME)	(NAME)	
508 Linda Lane		102.
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Madison, TN 37115		
(CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

GARY D. COPAS
Attorney at Law
216 Third Ave. North
Nashville, TN 37201

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$75,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 9th DAY OF September, 19 86

Notary Public

MY COMMISSION EXPIRES: 11-30-88

(AFFIX SEAL)

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

RECEIVED OF _____

FOR _____

BOOK 6976 PAGE 619

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
			75000.00-	CAMT.
			65000.00-	MAMT.
			210.00	CSTAX
			63.00	MSTAX
			.50	PRFEE
			18.00	WDEED
			CHECK	285.50-
4029A09/11/86			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

4 1 2 5 6

IDENTIFICATION REFERENCE

SEP 11 2 15 PM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 293869