INSTALLMENT DEED

For and in Consideration of the sum of Thirty Nine Thousand and No/100 ($39,000.00) ---------- Dollars,

of which Five Thousand and No/100 ($5,000.00) ---------- Dollars,

has been paid in cash by Sherman Neil Anderson, Jr.

the receipt of which is hereby acknowledged, and for the remainder Thirty Four Thousand and No/100 ($34,000.00) ---------- Dollars,

the said Sherman Neil Anderson, Jr. has executed an Installment Deed Note in the principal amount of $34,000.00, payable to the order of Sam Robert Swoner and wife Pamela Marlean Swoner at the rate of $355.04 per month for 180 months. First payment due and payable January 12, 1987 and a like payment is due and payable on the same day of each succeeding month until the entire amount both principal and interest is paid in full. Said note bears interest at the rate of 9½ per cent per annum and is included in said payments.

ROSH

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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, Sam Robert Swoner and wife Pamela Marlean Swoner

have this day bargained and sold, and do hereby transfer and convey unto the said Sherman Neil Anderson, Jr., a single person, his heirs and assigns,

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

TRACT I:

A tract of land in the 3rd Civil District of Davidson County, Tennessee, described according to a survey by Barry Greer and Associates, dated June 1, 1979, as follows:

Beginning at a nail set in the centerline of Elm Hill Pike, said nail being the northeast corner of the property conveyed to Thomas H. Dye by deed of record in Book 3852, page 272, Register's Office for Davidson County, Tennessee, and the northwest corner of the hereon described tract; thence, with said centerline of Elm Hill Pike, S 66degrees 30minutes E, 84.3 feet to a nail; thence, S 75degrees 40minutes E, 85.0 feet to a nail; thence, leaving said centerline, S 14degrees 15minutes W, 169.0 feet to a corner post in the line of the J.W. Boner estate; thence, with the line of Boner, N 71degrees 30minutes W, 168.2 feet to an iron pin; thence, N 14degrees 00minutes E, 50.1 feet to an iron pin; thence, N 67degrees 30minutes W, 46.1 feet to an iron pipe at the southeast corner of said Thomas H. Dye; thence, with the east line of Thomas H. Dye, N 35degrees 30minutes E, 120.12 feet to the beginning and containing 0.7 acres, more or less.

This is unimproved ( ) improved ( ) property, known as 3279 Elm Hill Pike, Nashville, Tennessee 37214
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

INCLUDED in the above description but EXCLUDED therefrom is the property conveyed to George F. Lewis by quitclaim deed from Sam Robert Swoner and wife, Pamela Marlean Swoner of record in Book 5681, page 530, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Sam Robert Swoner and wife, Pamela Marlean Swoner by deed from Elizabeth M. Maxwell (formerly Elizabeth Poteete) and husband, Woodrow W. Maxwell of record in Book 5466, page 385, Register's Office for Davidson County, Tennessee.

TRACT II:

A tract of land in the 3rd Civil District of Davidson County, Tennessee described according to a survey by Ray G. Cole, Surveyor, dated October 7, 1980, as follows:

Beginning at a point on a chain link fence 103.61 feet from an iron post set in the southerly margin of Elm Hill Pike, said iron post being the northwest corner of the property conveyed to Sam Robert Swoner, etux, by deed of record in Book 5466, page 385, Register's Office for Davidson County, Tennessee; thence south 61degrees 10minutes East 22.95 feet to a point; thence south 18degrees 42minutes west 50 deet to an iron pin; thence north 67degrees 19minutes west 31.40 feet to an iron pin; thence north 28degrees 17minutes east 52.60 feet to the point of beginning and containing 0.03 acres, more or less.

Being the same property conveyed to Sam Robert Swoner and wife, Pamela Marlean Swoner by quitclaim deed from George F. Lewis, an unmarried person of record in Book 5678, page 468, Register's Office for Davidson County, Tennessee.

Also conveyed herewith is stove, refrigerator, one window air conditioner (does not work), gas heater, propane tank.

Property is conveyed in as is condition.

The mailbox is not conveyed and shall be removed by sellers.

It is agreed by all parties hereto that the indebtedness described in this instrument shall not be assumed by other parties without written approval of the holder of this note, and in the event the above described property is sold or conveyed, then at the option of the holder of said indebtedness, the entire indebtedness shall become due and payable.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Sherman Neil Anderson, Jr., his 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 Sherman Neil Anderson, Jr., his 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, I, the said Sherman Neil Anderson, Jr.

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

I, the said Sherman Neil Anderson, Jr.

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.

I 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 I 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 I, the said Sherman Neil Anderson, Jr. 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 I 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; I 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. I 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. I 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 Sherman Neil Anderson, Jr., his 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 Dewey W. Pedigo, 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 Sam Robert Swoner and wife Pamela Marlean Swoner and Sherman Neil Anderson, Jr.

hereunto set our hands at Nashville, Tennessee, this the 11 day of December 19 86
and at Nashville, Tennessee, this
the 11 day of December, 1986.

X Sam Robert Swoner

X Pamela Marlean Swoner

Sherman Neil Anderson Jr.

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned a a, a Notary Public in and for said County and State, the within named Sherman Neil Anderson, Jr.

the bargainors, 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 purpose therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 12 day of Dec., 19 86

Jane Newby, Notary Public

Commission Expires 9-11-1988

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 Sam Robert Swoner and wife Pamela Marlean Swoner

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 purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 11 day of December, 1986.

Laura Summers Faircloth, Notary Public

Commission Expires November 12, 1989

LAURA SUMMERS FAIRCLOTH NOTARY PUBLIC

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 _____

INSTALLMENT DEED

FROM Sam Robert Swoner et ux

TO Sherman Neil Anderson, Jr.

Attorneys Title Company
Title Guaranteed
NASHVILLE, TENN.

Name and Address of Mortgagee

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX NOTICE TO:	MAP-PARCEL NUMBERS
Sherman Neil Anderson, Jr (NAME)	Sam Robert Swoner et ux (NAME)	108-146
3279 Elm Hill Pike (STREET ADDRESS OR ROUTE NUMBER)	5409 Convent Way (STREET ADDRESS)	
Nashville Tenn. 37214 (CITY) (STATE) (P. O. ZIP)	Lithonia, GA 30058 (CITY) (STATE) (ZIP)	3D-75958

THIS INSTRUMENT WAS PREPARED BY

Dewey W. Pedigo, Attorney
3204 Freno Lane
Nashville, Tennessee 37214

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 39,000.00 _____ Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 12 DAY OF Dec. 19 86

_____ Notary Public

MY COMMISSION EXPIRES: 4-11-1990

(AFFIX SEAL)

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

RECEIVED OF _____

FOR _____

BOOK 7068 PAGE 490

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

32000.00 CONT.
34000.00 MA'T.
169.20 CSTAX
32.00 MSTAX
.50 PRFEE
15.00 WDEED
CHECK 165.70

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK .00

7 2 7.8 2

IDENTIFICATION REFERENCE

Dec 15 9 36 AM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 22657