INSTALLMENT DEED

For and in Consideration of the sum of Seventy-Three Thousand Nine Hundred Fifty and No/100 $73,950.00)---------- Dollars,

of which Ten Thousand and No/100 ($10,000.00)---------- Dollars,

has been paid in cash by Morris A. Miller

the receipt of which is hereby acknowledged, and for the remainder Sixty-Three Thousand Nine Hundred Fifty ($63,950.00)---------- Dollars,

the said Morris A. Miller has executed a Promissory Note of even date herewith in the amount of $ 25,155.44 payable to Dorothy S. Day at the rate of $ 211.54 per month beginning on January 19, 1987, and monthly thereafter until paid in full. The unpaid principal bears interest at the rate of 9.5% annual percentage rate until paid in full. The entire balance due is due and payable five (5) years after date, or on December 19, 1991. No prepayment penalty shall be assessed for early payment. Said note may not be assumed by subsequent buyers, the entire balance due being due on sale in event of transfer.

Morris A. Miller also assumes full responsibility for a first Deed of Trust Note, secured by Deed of record in Book 5232, Page 73, R.O.D.C., Tennessee, the balance on which is $ 38,794.56 .

providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, Dorothy S. Day has

~~have~~ this day bargained and sold, and do hereby transfer and convey unto the said Morris A. Miller, his heirs and assigns,

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

Being Lot No. 337 on the Plan of Hillbrook, Section 6, as of record in Book 4175, Page 7, Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed to Dorothy S. Day by deed from Terry L. O'Brien and wife, Sonja F. O'Brien, of record in Book 5353, Page 926, Register's Office for Davidson County, Tennessee.

It is understood and agreed that part of the consideration for the transfer of this property is the agreement of the Grantee to assume the unpaid balance of a note secured by a first mortgage Deed of Trust to Guaranty Mortgage Company of record in Book 5232, Page 75, Register's Office for Davidson County, Tennessee and also that the escrow account in connection with the aforesaid Deed of Trust is hereby transferred to the Grantee.

74867

IDENTIFICATION

Dec 19 11 25 AM '86

This is improved XX unimproved ( ) property, known as 4963 Sherman Oaks Drive, Nashville, TN 37211
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Morris A. Miller, his heirs and assigns forever. I covenant that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered., except as above set out.

I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said Morris A. Miller, 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 me in hand paid, I, the said Morris A. Miller,

do hereby transfer and convey unto Lucien Dale, 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 Morris A. Miller,

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 $70,000.00. 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 interst 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 Morris A. Miller, 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, homestead, dower 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 Morris A. Miller 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 Lucien Dale, 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 Dorothy S. Day and husband, Dave L. Day and Morris A. Miller hereunto set our hands at Nashville, Tennessee, this the 18th day of December, 19 86

Dorothy S. Day
Dorothy S. Day

Dave L. Day
Dave L. Day

Morris A. Miller
Morris A. Miller

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Lucien Dale, a Notary Public in and for said County and State, the within named Dorothy S. Day, Dave L. Day and Morris A. Miller,

the 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 19th day of December, 19 86.

Lucien Dale, Notary Public.

Commission Expires 6-1-1987

STATE OF _____

_____ **County.**

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the bargainor___, with whom I am personally acquainted, and who acknowledged that _____ executed the within instrument for the purposes therein contained.

Witness my hand and official seal at _____ this _____ day of _____, 19___

_____, Notary Public.

Commission Expires _____

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 7075 PAGE 17

Before me, , a Notary Public of the State and County aforesaid, personally appeared , with whom I personally acquainted, and who, upon oath, acknowledged self to be of the , the within named bargainor, a corporation, and that he as such , being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by self as .

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

, Notary Public.

Commission expires .

(over for additional acknowledgements)

INSTALLMENT DEED

FROM
DOROTHY S. DAY AND HUSBAND,
DAVE L. DAY

TO
MORRIS A. MILLER
(LUCIEN DALE, TRUSTEE)

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

TOOLEY CO. NASHVILLE

Mortgagee: Fleet Real Estate Funding Corp.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Morris A. Miller (NAME)	Fleet Real Estate Funding Corp. (NAME)	Map 148-1
4963 Sherman Oaks Drive (STREET ADDRESS OR ROUTE NUMBER)	324 West Evans Street P.O. Drawer F-30 (STREET ADDRESS)	Parcel 213
Nashville, TN 37211 (CITY) (STATE) (P. O. ZIP)	Florence, South Carolina 29501-3700 (CITY) (STATE) (ZIP)	5DU-06626

THIS INSTRUMENT WAS PREPARED BY

LUCIEN DALE, ATTORNEY
Suite 205, Ambrose Building
162 Fourth Avenue, North
P. O. Box 2868
Nashville, TN 37219

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 73,950.00 Dorothy S. Day
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 18th DAY OF December, 19 86.

Lucien Dale
Notary Public

MY COMMISSION EXPIRES: 6-1-1988

(AFFIX SEAL)

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

RECEIVED OF _____

FOR _____

BOOK 7075 PAGE 18

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

73950.00- CONT.
63950.00- MONT.
206.92 CSTAX
61.90 MSTAX
.50 RPFEE
12.00 WRDED
CHECK 281.32-
12/19/86 3M .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

74867

IDENTIFICATION REFERENCE

Dec 19 11 25 AM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 25001