PREPARED FROM INFORMATION FURNISHED BY THE PARTIES.

INSTALLMENT DEED

For and in Consideration of the sum of SEVENTY-THREE THOUSAND Dollars,

of which SEVENTY-THREE HUNDRED Dollars,

has been paid in cash by FLAVIAN M. LUPINETTI

the receipt of which is hereby acknowledged, and for the remainder SIXTY-FIVE THOUSAND SEVEN HUNDRED Dollars,

the said FLAVIAN M. LUPINETTI has

(1) assumed and agreed to pay the unpaid principal balance of the loan, $53,001.30, to which reference is made in the deed of trust recorded in Book 5461 at page 605 in the Register's Office for Davidson County, Tennessee, and (2) executed two notes in favor of Charles H. Wilson and wife, Judith R. Wilson, one in the amount of $1,920.00, payable on January 1, 1982, which note has been negotiated to Town & Country Realtors, and the other in the amount of $10,778.70, under which the final payment is due on June 17, 1987.

Both of said notes bear interest at the maximum legal rate after maturity and/or default, and upon default ~~all of said notes bearing six per cent interest from date, and 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, CHARLES H. WILSON AND WIFE, JUDITH R. WILSON,

have this day bargained and sold, and do hereby transfer and convey unto the said FLAVIAN M. LUPINETTI, his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LAND in Davidson County, Tennessee, being Lot No. 4 on the plan of Section I, West Meade Addition, recorded in Book 2330 at page 114 in the Register's Office for said County.

SAID Lot No. 4 fronts 156 feet on the southerly margin of West Meade Drive and extends back 246.6 feet on the easterly line and 247.9 feet on the westerly line to a dead line, measuring 225 feet thereon.

BEING the same property conveyed to Charles H. Wilson and wife, Judith R. Wilson, by deed from Dr. Lawrence J. Pass and wife, Jan Baker Pass, recorded in Book 5461 at page 602 in said Register's Office.

This conveyance is made subject to restrictive covenants recorded in Book 2650 at page 221, the matters shown on said plan recorded in Book 2330 at page 114 and easements for sanitary sewers and/or storm drainage recorded in Book _____ at page _____, all in said Register's Office.

In the event that the described property, or an interest therein, is sold or conveyed without the prior written consent of the holder of the note secured hereby, such holder shall be entitled to accelerate the debt and demand immediate payment of the entire obligation, principal and interest. The holder may require a change or changes in the terms of the obligation as a condition to giving such consent. For these purposes "an interest therein" is defined to include, but is not limited to, any transaction whereby the contracting party is or will become entitled to possession of the secured property.

This is unimproved ( ) improved (X) property, known as 739 West Meade Drive, Nashville, Tennessee 37205
(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 grantee, 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 grantee, 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 grantee, do hereby transfer and convey unto WILKINS, ADAMS & SPICER, ATTORNEYS, a partnership, 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 grantee, 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 $_____ 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 grantee, 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 the grantee herein, 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 WILKINS, ADAMS & SPICER, ATTORNEYS, a partnership, 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 Charles H. Wilson and wife, Judith R. Wilson, grantors and Flavian M. Lupinetti, grantee hereunto set our hands at Nashville, Tennessee, this the 17th day of June 1981

Charles H. Wilson, grantor

Judith R. Wilson, grantor

Flavian M. Lupinetti, grantee

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Charles H. Wilson, Judith R. Wilson and Flavian M. Lupinetti,

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 17th day of June, 1981

John V. Adams
Notary Public

Commission Expires January 22, 1984

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 }

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)

DAVID L. STEED
ATTORNEY AT LAW
18TH FLOOR, THIRD NATIONAL BANK BUILDING
NASHVILLE, TENNESSEE 37219

CORNELIUS & COLLINS
ATTORNEYS AT LAW

TELEPHONE
(615) 244-1440

INSTALLMENT DEED

FROM
FLAVIAN M. LUPINETTI

TO
WILKINS, ADAMS & SPICER, ATTORNEYS,
a partnership, Trustee

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

APR 9 3 35 PM '87

INSTRUMENT NUMBER

3420

DAVIDSON CO. NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
FLAVIAN M. LUPINETTI (NAME)	Security Federal Savings & Loan (NAME)	115-7
(STREET ADDRESS OR ROUTE NUMBER)	4235 Hillsboro Road (STREET ADDRESS)	50
(CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee (CITY) (STATE) (ZIP)	8DZ-68455

THIS INSTRUMENT WAS PREPARED BY

WILKINS, ADAMS & SPICER, ATTORNEYS
2033 Richard Jones Road
Nashville, Tennessee 37215

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 73,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 17th DAY OF June 19 81

Notary Public

MY COMMISSION EXPIRES: January 22, 1984

(AFFIX SEAL)

NOTARY PUBLIC AT LARGE TENNESSEE

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

RECEIVED OF _____

FOR _____

BOOK 7198 PAGE 694

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
			.730 .00- CAMT.	
			12699.70- MTT.	
			.204.10 CSTAX	
			13.70 MSTAX	
			.50 PRFE	
			12.00 TD	
		VD	12.00- TD	
			12.00 WD	
			CHECK 827.60-	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

13426

IDENTIFICATION REFERENCE

APR 9 3 35 PM '87

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 67692