This Form furnished by Attorneys Title Company, Inc

INSTALLMENT DEED

Form No. WD - 4

FROM

Preston Thompson

TO

Buford F. Drake, d/b/a DISTRIBUTIONS UNLIMITED, COMPANY

For draftsman's use

This instrument prepared by:

Robert F. Doyle, Attorney
301 Stahlman Building
Nashville, Tennessee. 37201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Buford F. Drake (NAME)	Buford F. Drake (NAME)	Map 81-10
1717 16th Avenue North (STREET ADDRESS OR ROUTE NUMBER)	1717 16th Avenue North (STREET ADDRESS)	Par. 207
Nashville, TN 37208 (CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee. 37208 (CITY) (STATE) (ZIP)	8DA-04880

(FOR REGISTER'S USE)

7 3 3 5 3

IDENTIFICATION REFERENCE

OCT 9 3 26 PM '87

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TN

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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

$ 10,000.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 9th DAY OF October, 19 87

Johnnie K. Andrews Doyle
Notary Public

MY COMMISSION EXPIRES: 3/11/90

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Ten Thousand and no/100 DOLLARS

of which $ 5,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees has executed a promissory note dated October 9, 1987, payable to the order of Preston Thompson in one installment due and payable in the amount of $5,290.96 on June 1, 1988. Said installment includes interest at the rate of 9% per annum.

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

I, PRESTON THOMPSON, a single person

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

BUFORD F. DRAKE , d/b/a DISTRIBUTIONS UNLIMITED, COMPANY

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being part of Lot No. 119 on the Map of Cobb's Subdivision of Lot No. 6 of the Subdivision of Harding's Bosley Tract, as of record in Book 161, page 155, Register's Office for said County.

Said part of Lot No. 119 begins at a point on the west margin of 24th Avenue North, and runs westerly along the south margin of Santi Avenue (formerly Rose Street, formerly Yarbrough Street) 26.94 feet to a point; thence south parallel to 24th Avenue North, 61.28 feet to a point on the southerly line of said lot; thence along said line easterly 26.35 feet to a point on the margin of 24th Avenue North; thence along the west margin of 24th Avenue North 55.8 feet to the point of beginning, according to a survey by B. L. Dutton, Engineer dated January 25, 1952.

Being the same property conveyed to Preston Thompson by deed from Virginia Allen, a widow of record in Book 2485, page 529, said Register's Office.

This conveyance is being executed by Miss Geneva Reardon, Attorney in Fact for Preston Thompson a/k/a Preston F. Thompson pursuant to a Power of Attorney of record in Book 7372, page 690, said Register's Office.

This is ( ) unimproved (X) improved property, known as 2400 Santi Avenue, Nashville, Tennessee. 37208
(House Number) (Street) (P. O. Address) (City or Town) (Postal Zone)

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, 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 the said real estate to said grantees, 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 liens or 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 us in hand paid, we the said grantees herein do hereby transfer and convey unto Robert Doyle 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 grantees 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 $ 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, 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 herein, the same to bear interest from the date of such payment. Now, if we, the said grantees, 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; 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 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 the grantees herein, their heirs, 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 the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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 grantors and grantees, have hereunto set our hands this the 9th day of October 19 87.

Buford F. Drake

Buford F. Drake

Preston Thompson

by Miss Geneva Reardon
Miss Geneva Reardon, Attorney In Fact
for Preston Thompson

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 Buford F. Drake

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 purposes therein contained.

Witness my hand and official seal at Nashville Tennessee, this 9th day of October, 1987.

Dzane Clark
Notary Public

DEAN CLARK NOTARY PUBLIC DAVIDSON COUNTY TN

Commission expires May 13, 1990

STATE OF TENNESSEE
COUNTY OF DAVIDSON

On this 9th day of October, 1987, before me personally appeared Miss Geneva Reardon to me known to be the person who executed the foregoing instrument in behalf of Preston Thompson and acknowledged that she executed the same as the free act and deed of said Preston Thompson.

WITNESS my hand and official seal at Nashville, Tennessee, this 9th day of October, 1987.

Dzane Clark
Notary Public

DEAN CLARK NOTARY PUBLIC DAVIDSON COUNTY TN

Commission Expires May 13, 1990

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 7376 PAGE 570

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TAX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TAX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL
			10000.00- CAMT.	
			5000.00- MAMT.	
			28.00 CSTAX	
			3.00 MSTAX	
			.50 PRFEE	
			6.00 WDEED	
			CHECK	37.50-
1906A	10/09/87	RAL		.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

7. 3. 3. 5. 3

IDENTIFICATION REFERENCE

OCT 9 3 26 PM '87

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 25381