INSTALLMENT DEED

BOOK 7450 PAGE 957

FROM

BRUCE GRUBBS and wife,
JEWEL GRUBBS

TO

TOMMY MITCHELL and wife,
BETTY MITCHELL

For draftsman's use

This instrument was prepared by:

STINNETT & WILKINSON
Attorneys at Law
106 Frey Street
Ashland City, Tennessee 37015

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Tommy Mitchell et ux (NAME)	Same (NAME)	Map 92-13
P.O. Box 6 (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcel 052
Cross Plains, TN 37049 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	11 IW 70470

(FOR REGISTER'S USE)

98137

IDENTIFICATION REFERENCE

JAN 19 9 56 AM '88

DAVIDSON COUNTY, TN

STATE OF TENNESSEE
COUNTY OF CHEATHAM

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

$ 30,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 14th DAY OF January, 19 88.

Notary Public

MY COMMISSION EXPIRES: 10-25-88

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of --Thirty Thousand and 00/100---------- ($30,000.00) ---------- DOLLARS of which $ 3,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed their joint promissory lien note of even date herewith, payable to the order of BRUCE GRUBBS and wife, JEWEL GRUBBS, in the principal sum of $27,000.00, payable in 59 monthly installments of $290.15 each, beginning February 14th, 1988, with a like sum on the 14th day of each consecutive month thereafter, until January 14, 1993, when the entire remaining balance shall be due and payable: said installments include interest at the rate of 10% per annum.

Maximum principal indebtedness for Tennessee recording tax purposes is $27,000.00:

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.

We, Bruce Grubbs and wife, Jewel Grubbs

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto 88-5 01/19 0101 03CHECK 115.50

Tommy Mitchell and wife, Betty Mitchell

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

BEING Lot No. 12 of Block No. 8 on the plan of Charlotte Park Company's Second Addition to Nashville, as of record in Book 57, pages 160 and 161, Register's Office for Davidson County, Tennessee.

SAID Lot No. 12 fronts 50 feet on the northerly side of Park, formerly First Avenue, and runs back between parallel lines, 150 feet to an alley.

BEING the same property conveyed to Bruce Grubbs, by deed from Frances Morris, not married, of record in Book 6259, page 694, Register's Office for Davidson County, Tennessee.

This conveyance is subject to a Deed of Trust in favor of TranSouth Financial Corporation of Florida, of record in Book 6522, page 263, Register's Office for Davidson County, Tennessee.

BRUCE GRUBBS signs this deed for JEWEL GRUBBS under and by virtue of Power of Attorney, of record in Book _____, page _____, Register's Office for Davidson County, Tennessee.

This is unimproved ( ) improved (X) property, known as 3724 Park Avenue, Nashville, Tennessee 37209
(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 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 us in hand paid, we, the said grantees herein do hereby transfer and convey unto James W. Stinnett, Jr. 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 $ insb. 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 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 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 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 WHERE OF, we, the said grantors and grantees, have hereunto set our hands this the 14th day of January 1988.

Bruce Grubbs

Jewel Grubbs
by Bruce Grubbs
Atty in Fact,

Tommy Mitchell

Betty Mitchell

STATE OF TENNESSEE
COUNTY OF CHEATHAM

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Bruce Grubbs and Tommy Mitchell and wife, Betty Mitchell 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 Ashland City Tennessee, this 14th day of January, 1988.

James W. Stinnett, Jr., Notary Public.

Commission expires 10-25-88

STATE OF TENNESSEE
COUNTY OF CHEATHAM

On this 14th day of January, 1988, before me personally appeared BRUCE GRUBBS, to me known to be the person who executed the foregoing instrument in behalf of JEWEL GRUBBS, and acknowledged that he executed the same as the free act and deed of said JEWEL GRUBBS.

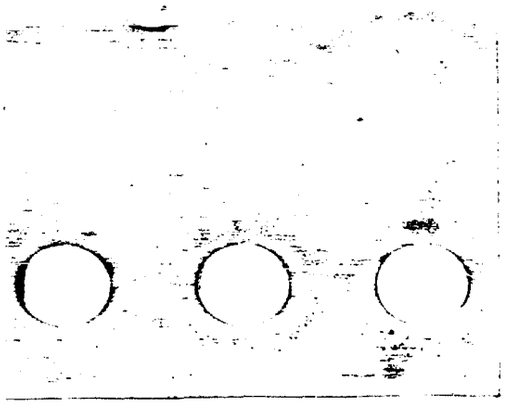
Witness my hand and official seal at Ashland City, Tennessee, this 14th day of January, 1988.

James W. Stinnett, Jr.
Notary Public

My Commission Expires: 10-25-88

OFFICIAL RECEIPT

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



RECEIVED OF _____

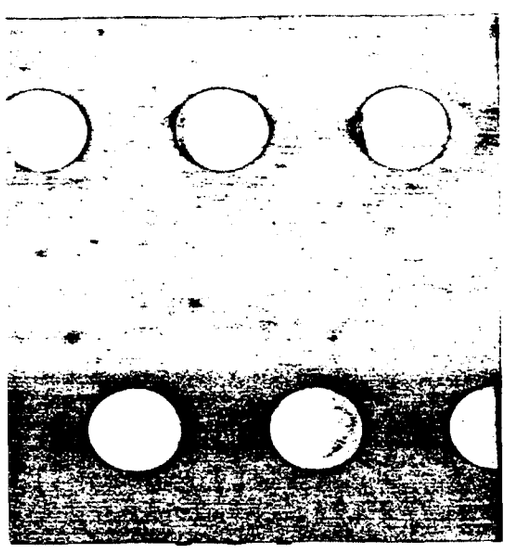
FOR _____

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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
				CAMT 30000.00
				MAMT 27000.00
				CO TX 84.00
				MOR TX 25.00
				PRFEE 0.50
				WDEED 6.00
				TOTAL 115.50
				CHECK 115.50

01/19/98 01 10:01 0001 8849



RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

98 1 37

IDENTIFICATION REFERENCE

JAN 19 9 56 AM '98

DAVIDSON COUNTY, TN

No. 53834