Maximum principal indebtedness for Tennessee recording tax purposes is $121,000.00

THIS INSTRUMENT PREPARED BY:
W. WARNER McNEILLY, III
Suite 300
214 Second Avenue, North
Nashville, Tennessee 37201

3579 02/03 0101 03CHECK 473.30

SPECIAL INSTALLMENT DEED

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
PETER SINCLAIR-WHITELY 119 LaSalle Court Nashville, TN 37205	SAME	Map: 130-2 Par: 29

0215.5

IDENTIFICATION REFERENCE

FEB 3 8 25 AM '88

DAVIDSON COUNTY, TN

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $121,000.00.

PETER SINCLAIR-WHITELY

SUBSCRIBED AND SWORN to before me this 2nd day of February, 1988.

Laura F. Nelson
Notary Public

My Commission Expires:

3-11-91

FOR AND IN CONSIDERATION of the sum of One Hundred Twenty One Thousand and No/100 Dollars ($121,000.00) for which PETER SINCLAIR-WHITELY ("GRANTEE") has executed an Assumption Agreement in which GRANTEE has assumed the loan from Mary Ann Kirk to Henry R. Sneed and agreed to pay the balance owing of One Hundred Nine Thousand Seven Hundred Sixty One and 63/100 Dollars ($109,761.63) according to the terms of the Note evidencing said loan provided however that GRANTEE agrees to pay the balance of all outstanding principal and interest on said loan on or before August 1, 1991 and that if the GRANTEE should earlier convey any part or all of either his legal or equitable interest in the real estate herein conveyed without the prior consent of GRANTOR, the then entire balance, including but not limited to principal, interest and all other amounts owing pursuant to the said Note, shall be at once due and payable. GRANTEE agrees to perform all the covenants and agreements contained in the Note and Deed of Trust each dated December 12, 1986. GRANTEE has executed an Installment Deed Note of even date payable to the order of HENRY R. SNEED ("GRANTOR") in the principal sum of Eleven Thousand Two Hundred Thirty Eight and 37/100 Dollars ($11,238.37), together with interest thereon calculated at the rate of twelve percent (12%) interest per annum payable in fourteen (14) consecutive equal monthly installments of principal and interest each in the amount of Three Hundred Thirty Seven and 15/100 Dollars ($337.15) commencing on May 1, 1988, and continuing on the first (1st) day of each third month thereafter for thirteen (13) additional quarterly payments with the principal balance of Eleven Thousand Two Hundred Thirty Eight and 37/100 Dollars ($11,238.37) plus all accrued but unpaid interest, expenses and costs advanced due and payable on August 1,

1991 hereof, unless sooner paid, at which time the entire unpaid principal balance, interest and all other amounts owing pursuant to the said Installment Note shall be due and payable.

I, the GRANTOR, have this day bargained and sold, and do hereby transfer and convey unto the said GRANTEE certain real estate in Davidson County, Tennessee, and more particularly described in Exhibit "A" to this Installment Deed.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, forever. I covenant that I am lawfully seized and possess said real estate in fee simple; that I have a good right to convey it; and that the same is unencumbered, except as shown in Exhibit "A" hereto and and except for a Deed of Trust of record in Book 7099, page 774 to secure a promissory note payable to Mary Ann Kirk in the principal amount of $111,000.00 and except for taxes for the prior and the current year which are hereby prorated and assumed by GRANTEE.

I further covenant and bind myself, my heirs and representatives, to warrant and to forever defend the title to the said real estate to said GRANTEE, against the lawful claims of all persons.

AND NOW, for the purpose of better and more effectually securing the payment of the said Installment Note including any extensions, renewals or modifications thereof and Grantee's obligations under the Assumption Agreement of even date herewith including any modifications thereof (collectively "the Indebtedness") and rendering unnecessary Court proceedings for the enforcement of the Indebtedness and the lien which secures it in the event of any default in terms and conditions of the said Indebtedness or this Deed, as hereinafter provided, and for the consideration of One Dollar ($1.00) to me in had paid, I, the said GRANTEE, herein do hereby transfer and convey unto W. WARNER McNEILLY, III, TRUSTEE, his successors and assigns, the realty described in Exhibit "A" hereto with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid. I, the said GRANTEE, do hereby agree to keep all buildings now on, or to be hereafter erected on said property, insured against fire, flood, wind or other casualty by some reliable insurance company or companies for at least the sum of One Hundred Twenty One Thousand and No/100 Dollars ($121,000.00) until the said Indebtedness is fully satisfied to cause the said TRUSTEE, as his interest may appear, and JOHN V. ADAMS, TRUSTEE under the Deed of Trust of record in Book 7099, page 774 to be named as the loss payees on all such insurance policies, and, on demand, to furnish to the GRANTOR or the TRUSTEE proof of such insurance and payment of premiums. I further agree to keep the improvements on the said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due. In case I fail to timely pay such insurance premiums, taxes, or assessments, then the said TRUSTEE, or the lawful owner and holder of said Installment Note, 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 at the maximum legal rate of interest. Now, if I, the said GRANTEE, shall pay taxes, keep up repairs, and keep said premises insured as agreed, then this trust conveyance shall be of no further force or effect. But if I default in the making of any payment pursuant to the Indebtedness, 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 Installment Note for all sums, with interest, so expended by said TRUSTEE, or lawful owner and holder of said Installment Note within thirty (30) days from the 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 Installment Note, the balance of the Indebtedness 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 (20) days' notice by three (3) publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the front door of the Courthouse in said county to the highest bidder for cash, at the public outcry, free from the equity of redemption, homestead, dower and all other exemptions of every kind which are hereby expressly waived by GRANTEE; and the said TRUSTEE, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The GRANTOR or the then lawful owner and holder of the said Installment Note may bid at any sale under this conveyance. I agree that the TRUSTEE may, at any time, after any default in the payment of the Indebtedness 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 immediately entitled to immediate possession thereof upon the delivery to him by the TRUSTEE of a deed for said property. In case of a sale hereunder the proceeds will be applied by the TRUSTEE as follows:

(1) To the payment of the Promissory Note dated December 12, 1986 in the principal amount of $111,000 secured by the Deed of Trust of record in Book 777, page 774, Register's Office for Davidson County, Tennessee; (2) To the payment of all costs, charges, and expneses of executing this conveyance and enforcing said lien note or 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, but excluding the expense of ejecting persons from the realty in order to retake it; (3) To the payment of all taxes which may be unpaid on said premises; (4) To the payment of the unpaid balance of the Installment Note herein secured, including principal and interest, and any and all sums expended in the protection of said property, as herein authorized; (5) The residue, if any, will be paid to such parties as are legally entitled to it.

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 note is hereby auithorized 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.

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.

Any act, failure to act or failure to enforce any condition of this Deed or the said Installment Note by the TRUSTEE, the GRANTORS, or the lawful owner and holder of the Installment Note, shall not be construed as a waiver of any such condition or requirement.

WITNESS our hands this 2nd day of February, 1988.

GRANTOR: _____
HENRY R. SNEED

GRANTEE: _____
PETER SINCLAIR-WHITELY

TRUSTEE: _____
W. WARNER McNEILLY, III

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before, Connie Tomlinson, a Notary Public, HENRY R. SNEED, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 2nd day of February, 1988.

Connie Tomlinson
NOTARY PUBLIC

My Commission Expires:

3-11-90

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before, Connie Tomlinson, a Notary Public, PETER SINCLAIR-WHITELY, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 2nd day of February, 1988.

Connie Tomlinson
NOTARY PUBLIC

My Commission Expires:

3-11-90

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before, Connie Tomlinson, a Notary Public, W. WARNER McNEILLY, III, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 2nd day of February, 1988.

Connie Tomlinson
NOTARY PUBLIC

My Commission Expires:

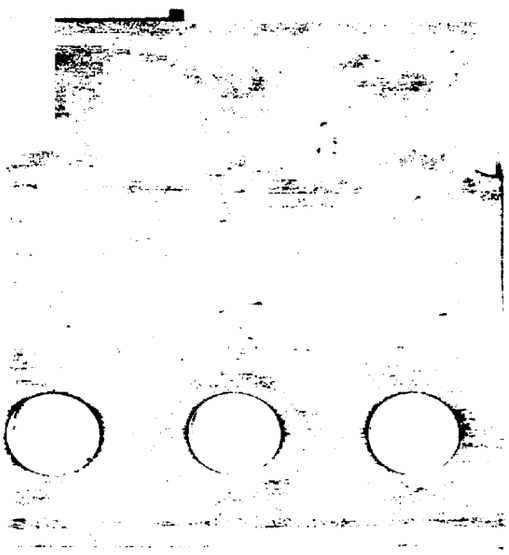
3-11-90

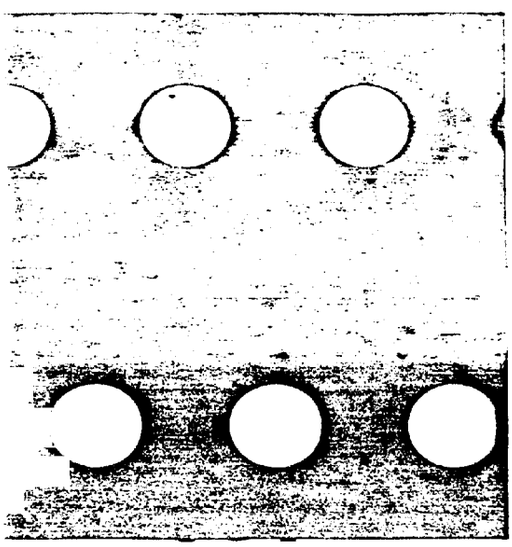
EXHIBIT A

LAND in Davidson County, Tennessee, being Lot Nos. 20, 21 and the northerly portion of Lot No. 22, Block 5, on the plan of The Courts of Belle Meade, of record in book 547, page 141, Register's Office for said County.

SAID property adjoins and fronts together 63 feet 9 inches on the easterly margin of La Salle Court and extends back 145 feet 10 inches on the northerly line and 149 feet, more or less, on the southerly line to a dead line in the rear, measuring 67 feet 10 1/2 inches thereon.

BEING the same property conveyed to Henry R. Sneed by deed from Mary Anne Kirk of record in Book 7099, page 771, Register's Office for said County and by Deed of Trust to John V. Adams, Trustee of record in Book 7099, page 774, Register's Office for said County.





OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 7461 PAGE 773

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 121000.00
				MAMT 121000.00
				CON TX 338.80
				MOR TX 119.00
				PRFEE 0.50
				WDEED 15.00
				TOTAL 473.30
				CHECK 473.30

02/03/88 01 09:26 0001 3579

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0 2 1 5 5

IDENTIFICATION REFERENCE

FEB 3 9 25 AM '88

DAVIDSON COUNTY, TN

No. 58438