MAXIMUM PRINCIPAL INDEBTEDNESS
FOR TENNESSEE RECORDING TAX
PURPOSES IS $34,500.00.

File Box 42

BOOK 7467 PAGE 261

THIS INSTRUMENT PREPARED BY:
Charles B. Reasor, Jr.
White & Reasor
3305 West End Avenue
Nashville, TN 37203

INSTALLMENT DEED

ADDRESS NEW OWNERS:	SEND TAX BILLS TO:	MAP/PARCEL NOS.
JOSEPH EDWARD CAPPS and wife, LISA A. CAPPS	EDWARD E. CAPPS	Map 72-04
1527 McGavock Pike	911 Preston Drive	Parcel 222
Nashville, TN 37216	Nashville, TN 37206	FB# 15 DZ 31570

FOR AND IN CONSIDERATION OF the sum of Thirty-Four Thousand Five Hundred and No/100 ($34,500.00) Dollars, evidenced by an Installment Deed Note, executed by JOSEPH EDWARD CAPPS, and wife, LISA A. CAPPS, hereinafter referred to as "Grantees," payable to the order of EDWARD ELLIOTT CAPPS, and wife, MARY ALICE CAPPS, hereinafter referred to as "Grantors," payable with interest thereon as therein provided in three hundred sixty (360) monthly installments of principal and interest, Grantors have this day bargained and sold, and do hereby transfer and convey unto Grantees, Grantees' heirs and assigns, certain improved real property in Davidson County, Tennessee, described in Exhibit "A," which is attached hereto and incorporated herein by reference. To secure the indebtedness evidenced by the said Installment Deed Note, including principal, interest, and collection costs thereon, a lien is expressly retained on the real property herein conveyed from Grantors to Grantees.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $34,500.00.

Lisa A. Capps
AFFIANT

SUBSCRIBED and sworn to before me this 8th day of February, 1988.

Charles B. Reasor, Jr.
NOTARY PUBLIC

MY COMMISSION EXPIRES: 5-13-90

This is improved real property known as 1527 McGavock Pike, Nashville, Tennessee 37216.

TO HAVE AND TO HOLD said real property, with the appurtenances, estate, and title thereto belonging, unto the said Grantees, Grantees' heirs and assigns forever. Grantors covenant that they are lawfully seized and possessed of said real property in fee simple, that they have a good right to convey the same, and that the same is unencumbered except for 1988 Metropolitan Nashville and Davidson County, Tennessee real property taxes, matters shown on any recorded subdivision plat for such parcel, as applicable, easements for public utilities and vehicular and pedestrian ingress and egress serving the improvements upon the said real property, and all other matters contained in the public records and within the knowledge of Grantees.

Grantors further covenant and bind themselves, their heirs, and assigns, to warrant and forever defend the title to said real property to Grantees and Grantees' heirs and assigns, against the lawful claims of all persons claiming by, through, or under Grantors.

For the purpose of better securing the indebtedness evidenced by the Installment Deed Note, and for the purpose of rendering unnecessary court proceedings for the enforcement of the vendor's lien herein retained, in the event of a default under the terms of the said Installment Deed Note or this instrument, Grantees hereby transfer and convey unto CHARLES B. REASOR, JR., TRUSTEE, his successors and assigns, the real property described in Exhibit "A," together with the appurtenances, estate, title and interest thereto belonging, for the purpose of securing the aforesaid indebtedness, and for no other purpose.

Grantees agree to keep all improvements on said real property insured with some reliable fire insurance company or companies in an amount equal to the replacement cost of the same, if obtainable, but at least equal to the principal balance of the indebtedness herein secured, until the indebtedness herein secured is fully paid and to name the holder of the indebtedness herein secured as a loss payee.

Grantees further covenant to keep the improvements on the said real property in good repair and preservation and to pay all taxes and assessments thereon before the same become delinquent. In case Grantees fail to insure or maintain said improvements or to pay said taxes, then the Trustee, or the holder of the indebtedness secured herein, or either 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 and to charge interest thereon at the highest lawful rate under the then existing laws of the State of Tennessee. The failure of Grantees to immediately reimburse the Trustee or the holder, as the case may be, for all sums so expended, together with interest thereon, as aforesaid, shall be a condition of default hereunder. The holder of the indebtedness secured herein reserves the right to require monthly escrow payments for the payment of insurance premiums and real property taxes. In the event such holder shall require such escrow payments, the same shall be paid to such holder, along with each monthly installment of interest as required by the Installment Deed Note, with each such payment being in an amount equal to one-twelfth (1/12) of the amount necessary to pay such insurance premiums or taxes prior to the date upon which the same become delinquent. Such escrow funds may be commingled by such holder with its other funds and no interest shall be due thereon.

Now, if Grantees shall pay the indebtedness herein secured according to the terms of the Installment Deed Note, pay the said taxes, and keep the said improvements insured and maintained, as aforesaid, then this trust conveyance shall be of no further force and effect. If Grantees fail to pay any installments due under the terms of the Installment Deed Note, or fail to pay said taxes, or fail to keep the improvements insured and maintained, as hereinabove provided, or fail to reimburse the Trustee or the holder for all sums expended for such purposes, with interest thereon as above provided, this trust conveyance shall remain in full force and effect, and at the option of the holder of the indebtedness secured herein, all principal, interest, and sums so advanced shall become immediately due and payable, without notice, in which event the 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 the said real property, or any portion thereof at the front door of the courthouse in said County to the highest bidder for cash, at public outcry, free from the equity of redemption, homestead, dower, and all other exemptions and rights of redemption, of every kind, whether created by statute or common law,

which are hereby expressly waived. In the event of such sale, Trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The holder of the indebtedness secured herein may bid at any sale under this trust conveyance. Grantees agree that Trustee or the holder of the indebtedness herein secured, may at any time after default hereunder, enter and take possession of the said real property and shall only account for the net rents actually received. Grantees further agree that in the event Trustee or the holder of the indebtedness herein secured elects not to enter and take possession of the said real property before selling the same as hereinabove provided, the purchaser at the foreclosure sale shall be entitled to immediate possession thereof upon the delivery to him by the Trustee, or his successor in trust, of a deed for said real property. In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

First, to the payment of all costs, charges, and expenses of executing this conveyance and enforcing the vendor's lien herein retained, reasonable attorney's fees, reasonable Trustee's fees, and all costs of collection, including, but not limited to, court costs, postage, and advertising costs; and

Second, to the payment of all taxes, which may be unpaid on the said real property; and

Third, to the payment of all principal and accrued interest due under the terms of the Installment Deed Note, and any and all sums expended in the protection of the said real property as herein authorized; and

Finally, the residue, if any, will be paid to Grantees, or to Grantees' order.

The holder of the indebtedness herein secured is authorized at all times to remove the Trustee and appoint a successor by recording an Appointment of Successor Trustee in the Register's Office for Davidson County, Tennessee, and, in the event of such removal and appointment, the Successor Trustee shall be vested with the title, benefits, and obligations of the Trustee herein named.

Trustee, and any successor, shall execute this trust without being required to give bond or file any account or settlement in relation to the trusteeship herein created.

Neither the real property described herein nor any portion thereof, nor any interest therein may be sold or otherwise transferred without the prior written consent of the holder of the Installment Deed Note, which consent may be withheld for any reason. The real property herein described may not be encumbered by secondary or inferior liens securing an indebtedness to a third party without the prior written consent of the holder of the Installment Deed Note, which consent shall not be unreasonably withheld; provided, if foreclosure proceedings on any such inferior lien should be advertised or instituted by the holder of the indebtedness thereby secured, the same shall constitute an event of default hereunder. In the event any notice of mechanics', materialmen's, laborers', furnishers', architects', engineers' or other involuntary lien is filed against any portion of the real property described herein, the filing of the same shall constitute an event of default hereunder. The improvements presently located upon the real property described herein may not be demolished without the prior written consent of the holder of the Installment Deed Note. For the purpose of this instrument, the voluntary destruction of twenty-five (25.0%) percent or more of the fair

market value of said improvements shall be considered a demolition thereof unless said destruction is incident to a plan of renovation or expansion of the same, which has been previously approved by the holder of the Installment Deed Note.

IN WITNESS WHEREOF, Grantors and Grantees have executed this Installment Deed as of the 3rd day of February, 1988.

GRANTORS:

Edward E. Capps
EDWARD ELLIOTT CAPPS

Mary Alice Capps
MARY ALICE CAPPS

GRANTEES:

Joseph Edward Capps
JOSEPH EDWARD CAPPS

Lisa A Capps
LISA A. CAPPS

STATE OF TENNESSEE
COUNTY OF DAVIDSON

PERSONALLY APPEARED BEFORE ME, Charles B. Ramsey, Jr., a Notary Public for the State and County aforesaid, the within named Edward Elliott Capps, the bargainor, 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 8th day of February, 1988.

NOTARY PUBLIC

MY COMMISSION EXPIRES:
5-13-90

STATE OF TENNESSEE
COUNTY OF DAVIDSON

PERSONALLY APPEARED BEFORE ME, Charles B. Ransom, Jr., a Notary Public for the State and County aforesaid, the within named Mary Alice Capps, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 8th day of February, 1988.

NOTARY PUBLIC

MY COMMISSION EXPIRES:
5-13-90

STATE OF TENNESSEE
COUNTY OF DAVIDSON

PERSONALLY APPEARED BEFORE ME, Charles B. Ransom, Jr., a Notary Public for the State and County aforesaid, the within named Joseph Edward Capps, the bargainor, 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 8th day of February, 1988.

NOTARY PUBLIC

MY COMMISSION EXPIRES:
5-13-90

STATE OF TENNESSEE
COUNTY OF DAVIDSON

PERSONALLY APPEARED BEFORE ME, Charles B. Ransom, Jr., a Notary Public for the State and County aforesaid, the within named Lisa A. Capps, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 8th day of February, 1988.

NOTARY PUBLIC

MY COMMISSION EXPIRES:
5-13-90

EXHIBIT "A"

LEGAL DESCRIPTION

BEING land in Davidson County, Tennessee, being Lot No. 35 of Block "A" on the Plan of Inglewood Golf Club Estates, of record in Book 843, Page 98, Register's Office for said County, and a part of Lot No. 23, Block "A," on the Plat of Inglewood Terrace, as of record in Book 1130, Page 1, Register's Office for said County. Said Lot No. 35 and part of said Lot No. 23 is described according to a survey made by Cantrell and Connell, Engineers, on April 3, 1951, as follows:

BEGINNING in the center of Williams Ferry Road (or McGavock Pike), at the southwest corner of said Lot No. 35; thence with the westerly line of said Lot No. 35, as extended, 247 feet, more or less, to a point; thence north 57° east 60 feet to a point; thence southeasterly with the east line of Lot No. 35, and an extension thereof, 250 feet, more or less, to a center line of Williams Ferry Road; thence with the center line of said Williams Ferry Road, southwest 60 feet to the point of beginning.

BEING the same property conveyed to Edward Elliott Capps and wife, Mary Alice Capps, by deed from Walter Young and wife, Era G. Young, as of record in Book 2118, Page 309, Register's Office for Davidson County, Tennessee.

0.4 I. I.O.

IDENTIFI REFERENCE

FEB 10 3 41 PM '88

FELIX Z. [illegible] Register
DAVIDSON COUNTY, TN

5869 02/10 0101 03CHECK 147.60



OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 7467 PAGE 267

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	34500.00
MAMT	34500.00
CON TX	96.60
MOR TX	32.50
PRFEE	0.50
WDEED	18.00
TOTAL	147.60
CHECK	147.60

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

02/10/88 01 15:42 0001 5869

0 4 1 1 0

IDENTIFICATION REFERENCE

FEB 10 3 41 PM '88

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 60683