This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD - 4

FROM
D. WAYNE VANTREASE,
et ux

TO
ANTHONY PAONESSA, et ux

For draftsman's use

THIS INSTRUMENT PREPARED BY:

JAMES A. CARNEY
Attorney at Law
905 Stahlman Bldg.
Nashville, TN 37201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Anthony Paonessa, et ux (NAME)	NO MORTGAGE ESCROW (NAME)	Map 82-3
2323 Cooper Terrace (STREET ADDRESS OR ROUTE NUMBER)	SEND TAX BILLS TO: (STREET ADDRESS)	Parcel 135
Nashville, TN 37216 (CITY) (STATE) (P. O. ZIP)	SAME (CITY) (STATE) (ZIP)	20W 15215

(FOR REGISTER'S USE)

33657 IDENTIFICATION REFERENCE

MAY 25 4 21 PM '88 FELIX Z. WILSON II REGISTER DAVIDSON COUNTY, TN

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 15,000.00 Anthony Paonessa
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 18th DAY OF May, 1988.

James A. Carney
Notary Public

MY COMMISSION EXPIRES: 11-10-91
(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Fifteen Thousand ------- And No/00 ($15,000.00) DOLLARS

of which $ 1,500.00 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 a promissory note of even date in the principal sum of $13,500.00, bearing interest at 12% per annum, payable to the order of D. Wayne Vantrease in monthly installments of $200.00 each, commencing on the 18th day of June, 1988, and continuing monthly until fully paid, including principal and interest. A late charge of 5% will be charged and paid on any monthly payments due and not paid on or before 10 days after due date.

0858 05/25 0101 03CHECK 60.00

Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $13,500.00

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,

D. Wayne Vantrease and wife, Brenda R. Vantrease,

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

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

Being Lot No. 11 on the Plan of Benedict Land Company's Subdivision of the Lindsley Tract, No. 3 of record in Book 332, page 40, Register's Office for Davidson County, Tennessee.

Said Lot No. 11 fronts 50 feet on the easterly side of North Second Street and runs back between parallel lines 181 feet to an alley.

Being the same property conveyed to D. Wayne Vantrease and wife, Brenda R. Vantrease, by deed from James E. Owens and James A. Ragghianti and spouses, of record in Book 7517, page 99, Register's Office for Davidson County, Tennessee.

Property is being conveyed in present condition.

This is unimproved ( ) improved (XX) property, known as 909 (House Number) North Second Street (Street) Nashville, TN 37207 (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 represenatives, 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 Bob Herrman 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 $ Ins. Int. 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 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 advise 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 18th day of May, 19 88.

D. Wayne Vantrease
D. WAYNE VANTREASE

Anthony Paonessa
ANTHONY PAONESSA

Brenda R. Vantrease
BRENDA R. VANTREASE

Thelma Paonessa
THELMA PAONESSA

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me _____, a Notary Public in and for said County and State, the within named D. Wayne Vantrease, Brenda R. Vantrease, Anthony Paonessa and Thelma Paonessa, the bargainors, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 18th day of May, 19 88.

James B. Conley Notary Public

Commission expires 11-10-91
11-10-91

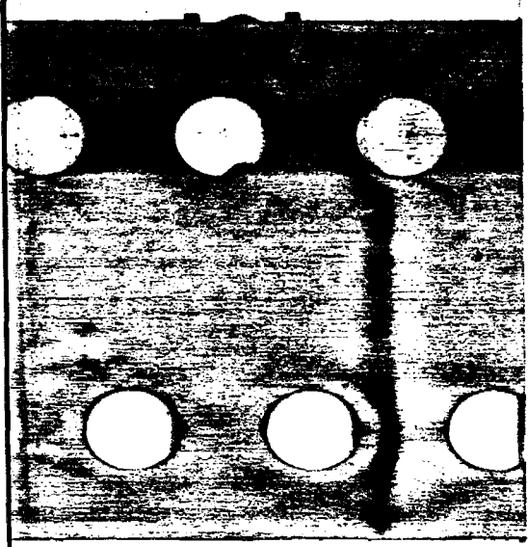
STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

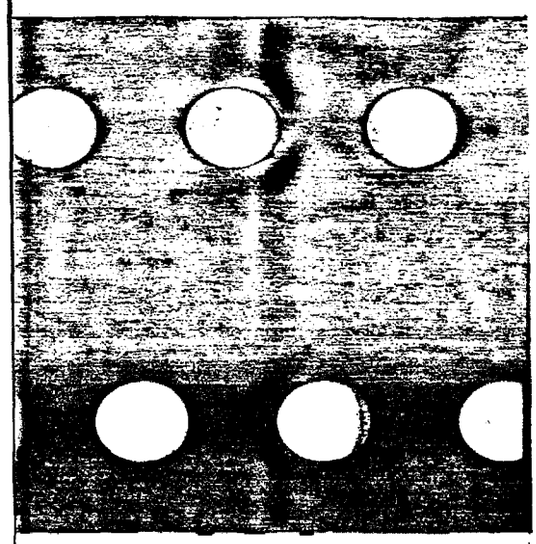
Before me, _____, a Notary Public of the State and County aforesaid, personally appeared _____ with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged ____self to be _____ of the _____, the within named bargainor, a corporation, 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 _____





OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 7553 PAGE 377

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	15000.00
MAMT	13500.00
CON TX	42.00
MOR TX	11.50
PRFEE	0.50
WDEED	6.00
TOTAL	60.00
CHECK	60.00

05/25/88 01 16:23 0001 0856

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

33657

IDENTIFI REFERENCE

MAY 25 4 21 PM '88

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 95007