THIS INSTRUMENT WAS PREPARED BY

James L. Fugua, Jr., Atty., 505 E. Main St., Hendersonville, TN 37075

STATE OF TENNESSEE)
COUNTY DAVIDSON)

The Actual Consideration or Value, Whichever is Greater, For This Transfer is $20,000. Maximum principal indebtedness for Tennessee recording tax purposes is $16,500.00.

Issac H. Mills II

SUBSCRIBED AND SWORN TO BEFORE ME, this the 28 day of June, 1988.

Commission Expires 14 July 1991.

NOTARY PUBLIC

ADDRESS OF NEW OWNER:	SEND TAX BILLS TO:	PART OF
ISSAC H. MILLS, III CYNTHIA L. CLAYTON Rt. 2. Box 2034 Joelton, TN 37080	ISSAC H. MILLS, III CYNTHIA L. CLAYTON Rt 2. Box 2034 Joelton, TN. 37080	MAP #: 4 PARCEL #: 32

INSTALLMENT DEED

BE IT REMEMBERED THAT FOR AND IN CONSIDERATION OF THE SUM OF TWENTY THOUSAND DOLLARS ($20,000) of which THIRTY FIVE HUNDRED DOLLARS ($3,500.00) has been paid in cash by ISSAC H. MILLS, II and CYNTHIA L. CLAYTON, the receipt of which is hereby acknowledged, and for the remainder ISSAC H. MILLS, II and CYNTHIA L. CLAYTON executed and agree to pay one note to DAVID WADE, III or assigns, in the amount of SIXTEEN THOUSAND FIVE HUNDRED DOLLARS ($16,500.00) payable at the rate of TWO HUNDRED TWENTY SEVEN DOLLARS and TWENTY NINE CENTS ($227.29) per month until all principal and interest are paid, JAMES I. CALDWELL, III and DAVID WADE, III, have this day bargained and sold, and by this deed do hereby transfer and convey unto ISSAC H. MILLS, II and CYNTHIA L. CLAYTON, their heirs and assigns, certain real estate in DAVIDSON County, Tennessee, as described as follows:

Beginning at a point in the south west corner of the subject property which is in the southerly margin of Coopertown Road approximately 25 feet from the center line, the point also being the northeast corner of land belonging to Lloyd T Owen and wife(Bk. 6620 page 812); Thence with the right-of-way of Coopertown Road South 87°58'20" East 20.80 feet to the beginning of a curve in the right-of-way, concave to the South, and having a radius of 745.74 feet; Thence through a central angle of 7°25'30" to the point of tangency, the curve having a cord bearing South 84°15'30" East 96.55 feet; Thence, with the right-of-way, South 80°32'50" East 191.92 feet to an iron pin; Thence with the boundary line of property owned by Bethel Church of Christ(Deed of record in Book 481 page 227), as follows South 6°27'10" West 140.32 feet to and iron pin, South 84°49'40" East 52.11 feet to an iron pin; Thence away from the church property along a line with Stephen Russel Guy and wife Rita D. Guy, South 3°23'40" East 561.69 feet to an iron pin; Thence with the line of Donald Dickerson(Book 7473 page 663), North 89°16'00" West 287.64 feet to an iron pin in the easterly line of Owen; Thence, with the easterly boundary of Owen, North 6°45'00" West 748 feet to the BEGINNING containing 5.01 acres.

This description was prepared from a field survey completed on January 15, 1987 by Robert H. Cummings, Tennessee Registered Land Surveyor NO. 693. This tract is shown as tract number three on the survey.

Being part of the land conveyed to JAMES I. CALDWELL, III and DAVID WADE, III by deed of JAY GILPEN,

an unmarried person, BUD STEDMAN and wife GEORGIA STEDMAN of record in Book 7473 page 663 in the Register's Office for Davidson County Tennessee.

This land is encumbered by two easements for gas transmission lines. The lines are described in instruments of record in Book 7100 page 93 and Book 1357 page 652 in the Register's Office for Davidson County Tennessee.

Taxes for 1988 have been prorated between the parties and will be paid by the buyers.

The first payment is due on 25 July 1988. The entire unpaid balance is due on the sale or transfer of the property.

The note bears interest at the rate of 11% per annum and provides for all expenses of collection including reasonable attorney's fees and the cost of preserving the security.

TO HAVE AND TO HOLD the real estate with the appurtenances, estate, title and interest thereto belonging to ISSAC H. MILLS, II and CYNTHIA L. CLAYTON, their heirs and assigns forever. JAMES I. CALDWELL, III and DAVID WADE, III covenant that they are lawfully seized and possessed of the real estate in fee simple, have a good right to convey it, and that it is unencumbered, except as above set out. Taxes for the year 1988 have been prorated between the parties and assumed by ISSAC H. MILLS, II and CYNTHIA L. CLAYTON.

JAMES I. CALDWELL, III and DAVID WADE, III further covenant and bind themselves, their heirs, and representatives to warrant and forever defend the title to the real estate to ISSAC H. MILLS, II and CYNTHIA L. CLAYTON, their heirs and assigns, against the lawful claims of all persons.

AND NOW for the purpose securing payment of all sums which are part of the consideration or become due in the future due to covenants made by ISSAC H. MILLS, II and CYNTHIA L. CLAYTON herein or covenants made by us in the installment-deed-note and for the further consideration of one dollar, to us in hand paid, the receipt of which we hereby acknowledge, ISSAC H. MILLS, II and CYNTHIA L. CLAYTON do hereby transfer and convey unto JAMES L. FUQUA, JR., TRUSTEE, his successors and assigns the real estate described with the appurtenances, estate, title and interest belonging thereto for the purpose of securing the debt, only.

Now, if ISSAC H. MILLS, II and CYNTHIA L. CLAYTON pay the promissory note above described when due, according to its terms, and pay the taxes then this trust conveyance shall be of no further force or effect. But if ISSAC H. MILLS, II and CYNTHIA L. CLAYTON fail to pay any installment, principal or interest, on the promissory note promptly when due, or if we fail to pay taxes or if ISSAC H. MILLS, II and CYNTHIA L. CLAYTON fail to reimburse the Trustee or lawful owner of the note, with interest, so expended by the Trustee and note holder, then this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of the promissory note, the entire unpaid balance, principal and interest, due on the note shall immediately become due and payable, without notice or demand, and the Trustee, or his successors in trust, are hereby authorized and empowered to sell the real estate at the DAVIDSON County Courthouse door to the highest bidder for cash, at public outcry, free from the equity of redemption, statutory right of redemption, homestead, dower and all other exemptions of every kind which ISSAC H. MILLS, II and CYNTHIA L. CLAYTON hereby expressly waive. Prior to the sale the Trustee shall give twenty (20) days notice by three publications in any newspaper, daily or weekly published in DAVIDSON County. The Trustee, or his successors in trust, are authorized and empowered to execute and deliver a deed to the purchaser. The holders of debt secured hereby and the JAMES I. CALDWELL, III and DAVID WADE, III may bid at any sale under this trust conveyance. ISSAC H. MILLS, II and CYNTHIA L. CLAYTON agree, that the Trustee may, at any time after default, enter and take possession of the real estate and shall

only account for the net rents actually received by him. ISSAC H. MILLS, II and CYNTHIA L. CLAYTON further agree that, in the event the Trustee fails, before selling the real estate, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him of a deed for the real estate.

In case of a sale the proceeds will be applied by the Trustee; first to the payment of all costs, charges and expenses of executing this conveyance and enforcing the lien herein created including a reasonable Trustee's fee and a reasonable attorney's fee for advice for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement or protection of the lien and also the expenses of any such litigation; second to the payment of the promissory note herein secured, and any and all sums expended in the protection of the property; third, the residue, if any, will be paid to ISSAC H. MILLS, II and CYNTHIA L. CLAYTON, their representatives or assigns.

In case of the death, absence, inability or refusal to act of the Trustee at any time when action under this trust may be required, the lawful owner and holder of the lien 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 Trustee shall be vested in the successor.

The 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, JAMES I. CALDWELL, III and DAVID WADE, III and ISSAC H. MILLS, II and CYNTHIA L. CLAYTON, have hereunto set our hands this 28th day of June, 1988.

James I. Caldwell, III

David R. Wade, III

Ruth R. Caldwell by James I. Caldwell, III atty in fact
Ruth R. Caldwell by James I. Caldwell, III
her attorney-in-fact

Barbara K. Wade by David R. Wade, III atty in fact
Barbara K. Wade by David R. Wade, III
her attorney-in-fact

ISSAC H. MILLS, II

CYNTHIA L. CLAYTON

STATE OF TENNESSEE)
Davidson County)
)

Personally appeared before me, JAMES L. FUQUA, JR., a Notary Public in and for said County and State, the within named ISSAC H. MILLS, II and CYNTHIA L. CLAYTON, the bargainors, with whom I am personally acquainted, (or proved to 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, on 28 June 1988.

Notary Public

Commission Expires: 14 JULY 1991

)
STATE OF TENNESSEE)
Davidson County)
)

Personally appeared before me, JAMES L. FUQUA, JR., a Notary Public in and for the above listed County and State, the within named James I. Caldwell, III the bargainor, with whom I am personally acquainted and who acknowledged that he executed the attached instrument for the purposes therein contained.

Witness my hand and official seal at NASHVILLE, Tennessee, on 28 June, 1988.

Notary Public

Commission Expires: 14 JULY 1991

)
STATE OF TENNESSEE)
Davidson County)
)

Personally appeared before me, JAMES L. FUQUA, JR., a Notary Public in and for the above listed County and State, the within named David R. Wade, III the bargainor, with whom I am personally acquainted and who acknowledged that he executed the attached instrument for the purposes therein contained.

Witness my hand and official seal at NASHVILLE, Tennessee, on 28 June 1988.

Notary Public

Commission Expires: 14 JULY 1991

STATE OF TENNESSEE)
Davidson County)

Personally appeared before me, JAMES L. FUQUA, JR., a Notary Public in and for the above listed County and State, the within named James I. Caldwell III, with whom I am personally acquainted, and who represented himself to be attorney-in-fact for Ruth R. Caldwell the bargainor and who acknowledged that he executed the attached instrument for the purposes therein contained.

Witness my hand and official seal at NASHVILLE, Tennessee, on 28 June 1988.

Notary Public

Commission Expires: 14 JULY 1991

STATE OF TENNESSEE)
Davidson County)

Personally appeared before me, JAMES L. FUQUA, JR., a Notary Public in and for the above listed County and State, the within named David R. Wade, with whom I am personally acquainted, and who represented himself to be attorney-in-fact for Barbara K. Wade, the bargainor, and who acknowledged that he executed the attached instrument for the purposes therein contained.

Witness my hand and official seal at NASHVILLE, Tennessee, on 28 June 1988.

Notary Public

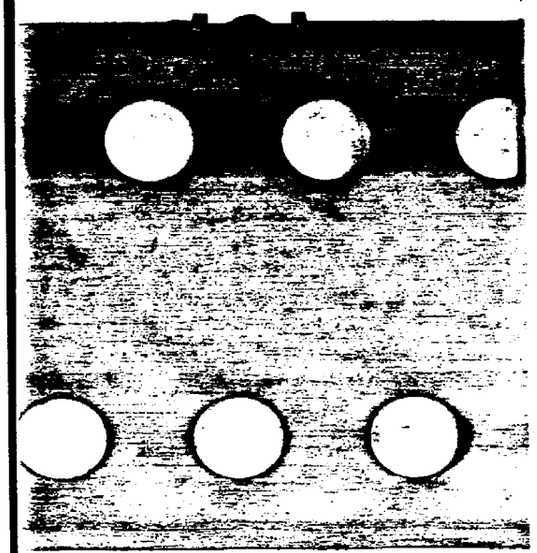
Commission Expires: 14 JULY 1991

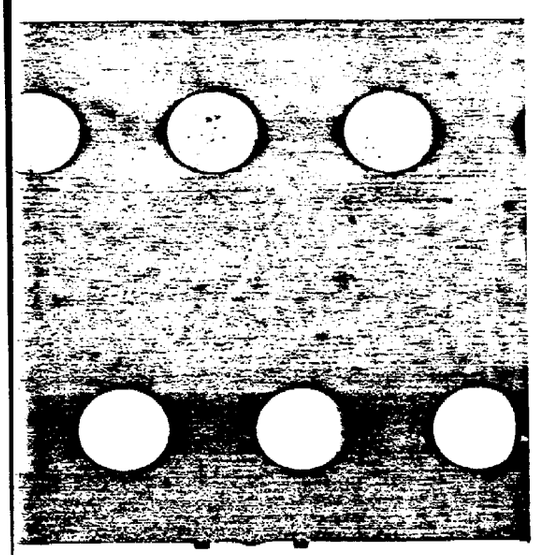
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IDENTIFICATION REFERENCE

JUL 6 11 49 AM '88

98-18





OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 7591 PAGE 919

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	20000.00
MAMT	16500.00
CON TX	66.00
MOR TX	16.68
PRFEE	0.50
WDEED	15.00
	98.18
CHECK	98.18

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

07/06/88 01 11:50 0001 4084

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IDENTIFI REFERENCE

JUL 6 11 49 AM '88

FELIX Z. WILSON JR REGISTER
DAVIDSON COUNTY, TN

No. 109950