This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD - 4

FROM
DAVID R. WADE, III and
JAMES I. CALDWELL, III

TO
NORMAN C. WHITE, et ux

For draftsman's use

Prepared by:
Richard R. Hedgepath, Attorney
4800 Charlotte Avenue
Nashville, TN 37209

BOOK 7624 PAGE - 848

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Norman C. White, et ux (NAME)	Same (NAME)	Map 4 P/O Par 32.1
105 OAK VALLEY DR (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
NASHVILLE, TN 37207 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

58046

TENNESSEE RECORDING

Aug 12 9 21 AM '88

RUSH

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$25,000.00

Norman C. White
Affiant Norman C. White

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 4TH DAY OF AUGUST, 1988.

Harold E. Miller
Notary Public

MY COMMISSION EXPIRES: 3-11-90

(AFFIX SEAL)

NOTARY PUBLIC DAVIDSON COUNTY TENN.

FOR AND IN CONSIDERATION OF the sum of Twenty-Five Thousand and NO/100 ($25,000.00) **DOLLARS**

of which $1,000.00 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 note payable to David R. Wade, III and wife, Barbara Wade.

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $ 24,000.00"

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,

David R. Wade, III and James I. Caldwell, III

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Norman C. White and wife, Brenda K. White

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

SEE ATTACHED EXHIBIT "A"

The grantees agree to accept and abide by the restricted covenants and maintenance agreement for Cougar Cove Homeowners Association, not as yet of record in the Register's Office.

The grantors, Caldwell and Wade, agree to have water piped in a two-inch line, into the subject property, however, they will not maintain it, does not include a water tap.

This is unimproved ( ) improved ( ) property, known as ---- (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 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 R. R. Hedgepath 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 $24,000.00 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 4TH day of AUGUST 19 88.

David R. Wade III
DAVID R. WADE, III

Norman C. White
NORMAN C. WHITE

James I. Caldwell III
JAMES I. CALDWELL, III

Brenda K. White
BRENDA K. WHITE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me the undersigned, a Notary Public in and for said County and State, the within named David R. Wade, III, James I. Caldwell, III, Norman C. White and Brenda K. White 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 4TH day of AUGUST, 1988.

Harold E. Collins
Notary Public

HAROLD E. COLLINS NOTARY PUBLIC DAVIDSON CO. TENN.

Commission expires 3-11-90

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 _____

BEGINNING at an iron pin at the intersection of the southerly right-of-way (25 feet form the centerline) of **Coopertown Road** with the westerly boundary line of property owned by Marie Sloan, of record in Deed Book 6842 page 844 in the Register's Office of Davidson County, Tennessee, said pin being westerly approximately 1375 feet along said right-of-way from its intersection with Whites Creek Pike; Thence, leaving said right-of-way with said westerly boundary line, **South 0 degrees 44 minutes 00 seconds West 780.29 feet** to an iron pin at said Sloan's southwest corner; Thence, severing the property of James I. Caldwell, III and David R. Wade, III, of record in Deed Book 7473 page 663 in said Register's Office, as follows: **North 89 degrees 39 minutes 40 seconds West 13.24 feet, South 27 degrees 33 minutes 00 seconds West 543.79 feet** the beginning of a curve concave to the Northwest and having a radius of 308.52 feet; Thence, with said curve, **an arc distance of 209.23 feet** through a central angle of 38 degrees 51 minutes 20 seconds to the point of tangency, **South 66 degrees 24 minutes 20 seconds West 110.59 feet** to the beginning of a curve concave to the Southeast and having a radius of 176.45 feet; Thence, with said curve, **an arc distance of 114.13 feet** through a central angle of 37 degrees 03 minutes 40 seconds to the beginning of a turn-in curve to a cul-de-sac concave to the East and having a radius of 50.00 feet; Thence, with said turn-in curve, **an arc distance of 36.14 feet** through a central angle of 41 degrees 24 minutes 40 seconds to the beginning of cul-de-sac turn around curve concave to the North and having a radius of 50.00 feet; Thence, with said turn around curve, **an arc distance of 229.35 feet** to the beginning of a turn-in curve leaving said cul-de-sac concave to the Northwest and having a radius of 50.00 feet; Thence, with said turn-in curve, **an arc distance of 36.14 feet** through a central angle of 41 degrees 24 minutes 40 seconds to the beginning of a curve concave to the Southeast and having a radius of 226.45 feet; Thence, with said curve, **an arc distance of 146.48 feet** through a central angle of 37 degrees 03 minutes 40 seconds to the point of tangency, **North 66 degrees 24 minutes 20 seconds East 110.59 feet** to the beginning of a curve concave to the Northwest and having a radius of 258.52 feet; Thence, with said curve, **an arc distance of 175.32 feet** through a central angle of 38 degrees 51 minutes 20 seconds to the point of tangency, **North 27 degrees 33 minutes 00 seconds East 382.81 feet** to the beginning of a curve concave to the West and having a radius of 748.48 feet; Thence, continuing to sever said Caldwell and Wade property with said curve and continuing with the easterly boundary line of property owned by Donald Dickerson, of record in Deed Book 7271 page 681 in said Register's Office, **an arc distance of 350.30 feet** through a central angle of 26 degrees 49 minutes 00 seconds to an iron pin at the point of tangency; Thence, with the easterly boundary line of Hargrove Subdivision, of record in Plat Book 6050 page 317 in said Register's Office, **North 0 degrees 44 minutes 00 seconds East 572.24 feet** to a concrete monument in said southerly right-of-way of Coopertown Road; Thence, with said right-of-way, **South 79 degrees 44 minutes 00 seconds East 50.70 feet** to the **BEGINNING.**

Exhibit A

Land in Davidson County, Tennessee, being Tract 13 on the Plan of the James I. Caldwell, III and David R. Wade, III property, not of record, prepared by Joe M Cummings dated March 17, 1988, more particularly described as follows:

To find the POINT OF BEGINNING, start at the intersection of the southerly right-of-way 125 feet from the centerline of Coopertown Road with the westerly boundary line of property owned by Marie Sloan, of record in Deed Book 6842 page 844 in the Register's Office of Davidson County, Tennessee, said intersection being westerly approximately 1375 feet along said right-of-way from Whites Creek Pike; Thence, with said Sloan's westerly boundary line, South 0 degrees 44 minutes 00 seconds West 780.29 feet to an iron pin in the boundary line of property owned by James I. Caldwell, III and David R. Wade, III, of record in Deed Book 7473 page 663 in said Register's Office; Thence, severing said Caldwell and Wade property as follows: North 89 degrees 39 minutes 40 seconds West 13.24 feet to an iron pin, the POINT OF BEGINNING; Thence, severing said Calwell and Wade property and continuing with said Sloan's southerly boundary line, South 89 degrees 39 minutes 40 seconds East 780.49 feet to an iron pin; Thence, with said Sloan's southerly boundary line, South 2 degrees 01 minute 20 seconds West 407.00 feet to an iron pin; Thence, severing said Caldwell and Wade property as follows: North 73 degrees 27 minutes 00 seconds West 325.59 feet to an iron pin, North 66 degrees 33 minutes 20 seconds West 551.32 feet, North 27 degrees 33 minutes 00 seconds East 112.00 feet to the BEGINNING containing 5.01 acres.

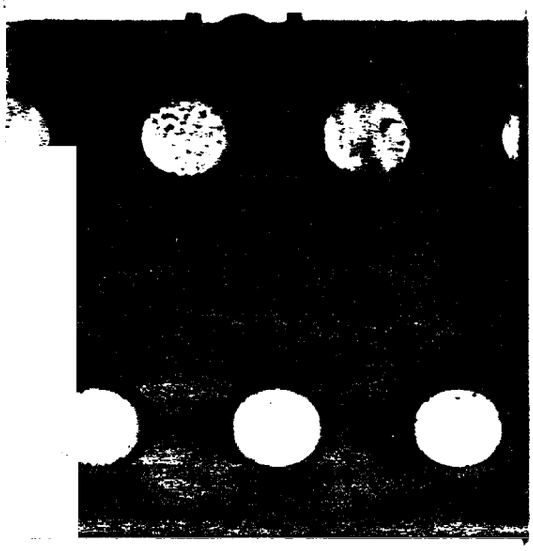
The above described tract is subject to a 30 foot wide Right-of-Way and Easement for the benefit of the Tennessee Gas Pipeline Company severing the easterly portion of said tract with existing high pressure gas pipeline number 100-1 and being described in Deed Book 1181 page 462 in said Register's Office.

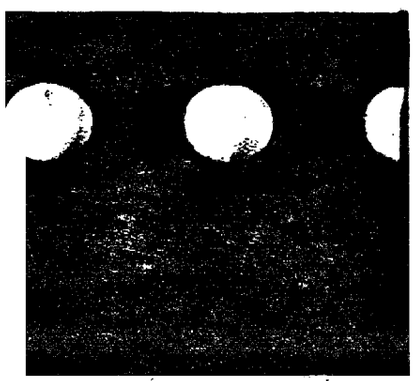
The above described tract is benefited by a **50 foot wide easement for the purpose of ingress and egress** between said tract and Coopertown Road and being more particularly described as follows:

RECORDER'S MEMO
Legibility of Writing, Typing or Printing in this Document Unsatisfactory When Received

BEING the same property conveyed to David R. Wade, III and James I. Caldwell, III by deed from
of record in Book 7473, page 662, R.O.D.C., Tennessee.

The grantees, Caldwell & Wade, agree to have water piped in a two inch line into the subject property.





OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 7624 PAGE 853

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	25000.00
			MAMT	24000.00
			CON TX	82.50
			MOR TX	25.30
			PRFEE	0.50
			TDEED	15.00
			ERRR	CO
			TDEED	15.00-
			WDEED	15.00
			TOTAL	123.30
			CHECK	123.30

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

08/12/88 01 09:22 0001 6284

58046

IDENTIFICATION REFERENCE

AUG 12 9 21 AM '88

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN

No. 122846