THE MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $30,000.00.

INSTALLMENT DEED

FROM: FRED D. OWNBY and wife, ALLIE OWNBY

BOOK 7633 PAGE 204

TO: VENUS PROPERTIES, INC.

Address New Owner As Follows: Send Tax Bills: Map-Parcel Nos.

Venus Properties, Inc.
1414 4th Ave North
Nashville, Tennessee
(FOR REGISTER'S USE)

Venus Properties, Inc. 82-9
P.O. Box 2022
MADISON, Tennessee 37116 103

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)
The actual consideration or value, whichever is greater, for this transfer is $35,000.00.

Affiant

Sworn to and subscribed before me this 22nd day of August, 1988.

Notary Public
My Commission Expires: 11/8/91

THIS INSTRUMENT PREPARED BY:
MORRIS LEVINE
Attorney at Law
1119 Stahlman Bldg.
Nashville, TN 37201

FOR AND IN CONSIDERATION of the sum of Thirty-Five Thousand ($35,000.00) DOLLARS, of which Five Thousand ($5,000.00) Dollars has been paid in cash by the grantee hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantee has executed its promissory note in the principal sum of Thirty Thousand ($30,000.00) Dollars, of even date herewith, which said note is payable to the order of FRED D. OWNBY and wife, ALLIE OWNBY. Said note provides for the payment of attorney's fees, if placed in the hands of an attorney for collection. Said note may not be assumed in the event of sale of transfer of the herein described property. Said note being payable in 13 monthly installments as follows: the first 12 monthly installments are in the sum of $305.00 each, including interest at the rate of 9% per annum on the unpaid principal balance. The first payment of $305.00 is due and payable on September 20, 1988, and thereafter on or before the 20 day of each succeeding month, and at the end of 13 months from the date of this note, the then remaining principal balance plus interest at the rate of 9% per annum on the unpaid principal balance shall become due and payable in full. Monthly payments are to be applied, first, to the payment of interest on the principal, or so much thereof as shall from time to time remain unpaid, and the balance to be applied to payment of principal, until the entire amount is paid in full;
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, FRED D. OWNBY and wife, ALLIE OWNBY, hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto VENUS PROPERTIES, INC., a Tennessee corporation with its principal office in Nashville, Tennessee, hereinafter called grantee, its successors, representatives, and assigns, certain real estate in Davidson County, Tennessee, described as follows, to-wit:

BEING the northerly 40 feet of Lot No. 7 and the southerly 30 feet of Lot No. 8 in Pleas A. Smith's Subdivision of Lots 24 to 27 inclusive of D. T. McGavock's First Addition to North Nashville, a plan of which Subdivision is of record in Book No. 57, page 38, Register's Office for Davidson County, Tennessee.

SAID north part of Lot No. 7 and the south part of Lot No. 8 front together 70 feet on the easterly side of Fourth Avenue North, formerly Cherry Street, and extend back between parallel lines 177 feet, more or less, to an alley.

BEING the same property conveyed to Fred D. Ownby and wife, Allie Ownby, by Quitclaim deed from Gilbert Lee Cohen, Trustee, of record in Book 6951, page 639, Register's Office for Davidson County, Tennessee.

This is improved property known as 1414 Fourth Avenue North Nashville, Tennessee 37208.

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. I covenant that I am lawfully seized and possessed of said real estate in fee simple; have a good right to convey it, and that the same is unencumbered, except for current year's property taxes, which are pro-rated and assumed by grantees, and, the lien created herein.

I further covenant and bind myself and my heirs and representatives, 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 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 GAY LISA LEVINE, Trustee, her 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 insurable amount until the notes herein secured are fully paid, and to have the loss, if any, made payable on the policy or policies to the 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 said 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 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, 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 grantor and grantees, have hereunto set our hands this the 22nd day of August, 1988.

Venus Properties, Inc.

By: Linda B. Nally President
Linda B. Nally, President

By: Paul S Nally Sec/Treas.
Paul S. Nally, Secretary-Treasurer

Linda B. Nally
Linda B. Nally

Paul S Nally
Paul S. Nally

BOOK 7633 PAGE 207

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 FRED D. OWNBY and wife, ALLIE OWNBY, 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 22nd of August, 1988.

Notary Public

My Commission Expires: Mar 8, 1989.

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 LINDA B. NALLY and PAUL S. NALLY, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who executed the within instrument for the puposes therein contained in an individual capacity and who acknowledged themselves to be President and Secretary-Treasurer, respectively of VENUS PROPERTIES, INC., a corporation, and that they, as such President and Secretary-Treasurer, being authorized so to do, executed the within instrument for the purposes therein contained, by signing the name of the corporation by themselves as President and Secretary-Treasurer.

Witness my hand and official seal at Nashville, Tennessee, this 22nd day of August, 1988.

Notary Public

My Commission Expires: Mar 8, 1989.

6097.2

IDENTIFICATION REFERENCE

AUG 22 4 01 PM '88

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

9709 08/22 0101 03CHECK 160.20

MAIL ENV.



OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 7633 PAGE 208

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 35000.00
MAMT 30000.00
CON TX 115.50
MOR TX 32.20
PRFEE 0.50
WDEED 12.00
TOTAL 160.20
CHECK 160.20

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

08/22/88 01 16:03 0001 9709

60972

IDENTIFICATION REFERENCE

AUG 22 4 01 PM '88

FELIX Z WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 126234