File Box 43

BOOK 7661 PAGE 616

INSTALLMENT DEED

STEVEN WAYNE COLE, TERESA COLE FORREST J. EURTON AND KATHLEEN A. BURTON d/b/a COLE & BURTON, a General Partnership,

Grantor

to

THOMAS H. YEARGAN, JR. and wife, JANICE A. YEARGAN,

Grantees

Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $ 20,250.00

This instrument prepared by:

ADAMS, TAYLOR, PHILBIN, PIGUE & MARCHETTI
One Union Street
Nashville, Tennessee 37201

0872 09/26 0101 03CHECK 125.59

Address New Owner:
Forrest J. Eurton, Jr.
1014 Primm Dr.
Madison, Tn. 37115

Send Tax Bills to:
SAME

Map #83-1

Parcel #110

Field Book No.
27W 22505

For Register's Use

7 0 6 6 0

SEP 26 1 27 PM '88

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $27,000.00

Affiant

SWORN TO AND SUBSCRIBED before me this 20th day of September, 1988.

NOTARY PUBLIC

My Commission Expires: 10-9-91

FOR AND IN CONSIDERATION of the sum of Twenty Seven Thousand ($27,000.00) Dollars, of which Six Thousand Seven Hundred Fifty ($6,750.00) Dollars has been paid in cash by the Grantee hereinafter named, the receipt of which is hereby acknowledged and for the remainder said Grantee has executed one (1) promissory note of even date herewith, in the principal amount of Twenty Thousand Two Hundred Fifty ($20,250.00) Dollars payable in accordance with the terms and conditions set forth therein, Steven Wayne Cole and wife, Teresa A. Cole and Forrest J. Eurton, Jr. and wife, Kathleen A. Eurton d/b/a Cole & Eurton, a general partnership, hereinafter called the Grantor, has this day bargained and sold and does hereby transfer and convey unto Thomas H. Yeargan, Jr. and wife, Janice A. Yeargan, hereinafter called Grantees, their heirs and assigns, certain real estate situated in Davidson County, Tennessee, described as follows:

DESCRIPTION

Land in the 6th, formerly the 27th, Ward of the City of Nashville, Davidson County, Tennessee, being Lot No. 40 and the westerly 8 inches of Lot 41 on the Jones and Bradford's Subdivision as of record in Book 161, Page 142, Register's Office for said County, to which plan reference is hereby made for a more complete and accurate description.

Being the same property conveyed to Steven Wayne Cole and wife, Teresa A. Cole and Forrest J. Eurton, Jr. and wife, Kathleen A. Eurton d/b/a Cole & Eurton, a general partnership, by deed from Rick C. Tanley and Luther C. Tanley, of record in Book 6592, Page 59, R.O.D.C.

A lien is expressly retained on the land herein conveyed for the purpose of securing the payment of the aforesaid note including any extensions, modifications, or renewals thereof, together with principal, interest, reasonable attorney's fees, expenses and court costs associated with collection.

This is (x) improved ( ) unimproved property known as 1013 Sharpe Ave., Nashville, Tennessee 37206

In the event the Grantee conveys, transfers, sells, leases, assigns, or encumbers any right or interest in the mortgaged property, whether legal or equitable, present or future, vested or contingent, by means of any instrument or device whatsoever (including but not limited to any deed, lease, mortgage, deed of trust, assignment, option or contract), the noteholder may escalate the rate of interest to the then average conventional mortgage rate of interest in effect at the local Nashville, Tennessee banks. Failure by the Grantee to notify the noteholder of any such transfer as hereinabove recited shall constitute a default under this instrument and the note secured thereby. Notwithstanding the foregoing language of this paragraph, the following transactions would not constitute a conveyance that would permit the noteholder to escalate the interest rate: (a) the creation by Grantee of a lien or encumbrance subordinate to this installment deed, (b) the creation of a purchase money security interest on household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, or (d) the granting of any leasehold interest of three years or less not containing an option to purchase.

It is further understood and agreed between the parties that if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness under this installment deed and the note secured hereby remaining unpaid, are hereby assigned by and shall be paid forthwith to the noteholder or his assignee to be applied by him on account of the Grantee to the indebtedness secured hereby, whether due or not.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantee, and his assigns forever. Grantor covenants that he is lawfully seized and possessed of said real estate in fee simple, has a good and lawful right to convey it, and that the same is unencumbered except for (1) 1988 taxes which have been prorated (2) any applicable recorded easements and/or restrictions of record in the Register's Office; (3) a deed of trust of record in Book 5530, Page 896, R.O.D.C., to which this conveyance is made subject to and not assumed by Grantee. Grantor agrees to continue to pay the note secured by said instrument in accordance with the terms stated therein. The vendor's lien created herein is subordinated to the above described lien created by the aforesaid deed of trust. Should Grantor fail to pay said note as agreed, Grantee or his successors or assigns may proceed to pay said note and deduct such payments from the amounts due on the note secured by the vendor's lien retained in this instrument. The unpaid balance on the above mentioned note is $21,240.24.

Grantor further covenants and binds himself and his successors and assigns, to warrant and forever defend the title to the said real estate to said Grantee, his heirs and assigns, against the lawful claims of all persons.

AND NOW, for the purpose of better and more effectually securing the payment of the aforesaid note, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the nonpayment of said note as it matures, and for the additional consideration of ONE DOLLAR ($1.00), paid to the Grantee, said Grantee does hereby transfer and convey unto MICHAEL J. PHILBIN, Trustee, his successors and assigns, the real estate hereinabove described, with the appurtenances, estate, title and interest thereto belonging, for the aforesaid purposes only. The Grantee does hereby agree to keep all buildings now on, or which may be hereinafter erected on said property, insured with some reliable fire insurance company or companies for an amount equal to the full replacement cost of the improvements, as well as naming Grantor as loss payee and as an additional insured thereon, until the note herein secured is fully paid. Grantee further agrees that proof of such insurance shall be furnished annually on or before the 1st day of October and that such policy shall provide that the company will not cancel coverage without first giving adequate notice of such cancellation to Grantor. Grantee further agrees to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them on or before March 1st of each year with the proof of payment being furnished to Grantor; and in case Grantee fails to do so, then the said Trustee, or the lawful owner and holder of said note, 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, the same to bear interest at 11-3/4% per annum from the date of such payment. Grantor shall have the right to inspect the premises at reasonable times upon giving written notice to Grantee.

Now, if the said Grantee shall pay the note aforesaid when due, according to its 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 Grantee fails to pay the said note or part thereof promptly at maturity, or if Grantee fails to pay the taxes, keep up repairs or keep said premises insured as herein provided; or if Grantee fails to reimburse the Trustee or the noteholder for all sums, with interest, so expended by said Trustee, or the noteholder, within thirty (30) days from date of such payment, this trust conveyance shall remain in full force and effect, and at the option of the noteholder without notice, the remaining indebtedness hereby secured shall immediately become due and payable, and the said 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, circulated in Davidson County, Tennessee, to sell said property 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, the statutory right of redemption as provided for in TCA 66-8-101 et. seq., homestead, dower and all other rights and exemptions of every kind which are 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 noteholder may bid at any sale under this conveyance. Grantee agrees that the Trustee may, at any time after default in the payment of said note, enter and take possession of said property and shall only account for the net rents actually received by him. Grantee further agrees that in the event the Trustee fails, before selling said property, as herein provided, to enter and take possession thereon, 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 a 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 said lien as herein provided; also reasonable attorney's fees for instituting or

defending any litigation which may arise on account of the execution of this conveyance and the enforcement of said lien; and also the expenses and court costs associated with such litigation.

Second, to the payment of all taxes which may be unpaid on said premises.

Third, to the payment of the unpaid note herein secured, and any and all sums expended in the protection of said property, as herein authorized.

Fourth, the residue, if any, will be paid to the Grantee herein, or his assigns, provided, however, in the event other lienholders of the property are in existence at the time of the foreclosure sale, the Trustee is authorized to distribute the residue to such lienholders or interplead the same into the Clerk's office of a court of competent jurisdiction, in which event reasonable attorney's fees, expenses, and court costs associated with such litigation may be recouped from the fund interpleaded with the Clerk.

In case of the death, absence, inability or refusal to act of said Trustee at any time when action under the foregoing power and trust may be required, or at such time as the noteholder deems appropriate within his sole discretion, the noteholder 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 this trusteeship.

IN WITNESS WHEREOF the undersigned Grantor and Grantee have hereunto set their hands this 20th day of September, 1988.

COLE & EURTON,
A General Partnership

THOMAS H. YEARGAN, JR.

STEVEN WAYNE COLE

JANICE A. YEARGAN

TERESA A. CRAWFORD
formerly TERESA A. COLE

FORREST J. EURTON, JR.

KATHLEEN A. EURTON

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, Thomas H. Yeargan, Jr. and wife, Janice A. Yeargan, 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 20th day of September, 1988.

Sherry L Davis
NOTARY PUBLIC

My Commission Expires:

10-9-91

STATE OF Tennessee
COUNTY OF Davidson

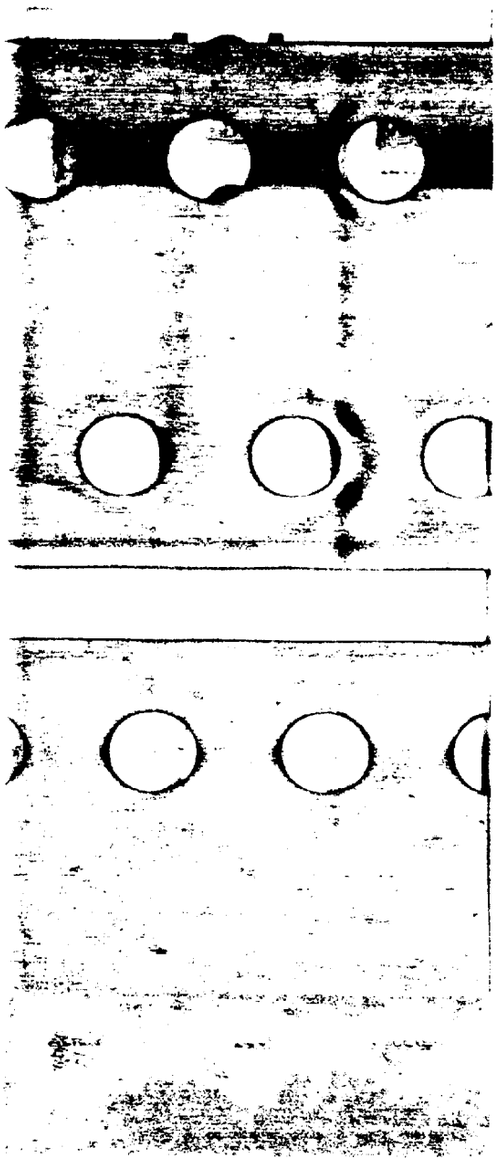
Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named, Steven Wayne Cole and Teresa A. Crawford, formerly Teresa A. Cole, and Forrest J. Eurton, Jr. and wife, Kathleen A. Eurton, the bargainors with whom I am personally acquainted or proved 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 20th day of September, 1988.

Sherry L Davis
NOTARY PUBLIC

My Commission Expires:

10-9-91



OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 7661 PAGE 621

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	27000.00
MAMT	20250.00
CON TX	89.10
MTG TX	20.99
PRFEE	0.50
WDEED	15.00
TOTAL	125.59
CHECK	125.59

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

09/26/88 01 13:30 0001 0872

SEP 26 1 27 PM '88

7.0660

No. 137841