THIS INSTRUMENT WAS PREPARED BY

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

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

BOOK 7690 PAGE 739

The Actual Consideration or Value, Whichever is Greater, For This Transfer is $50,500.00. Maximum principal indebtedness for Tennessee recording tax purposes is $4,901.95.

Joseph A. Curley, Jr.

SUBSCRIBED AND SWORN TO BEFORE ME, this the 5th day of October, 1988.

Commission Expires 2-4-89

Faye Hutchison
NOTARY PUBLIC

ADDRESS OF NEW OWNER:	SEND TAX BILLS TO:	MAP #: 72-11 PARCEL #: 460
JOSEPH A. CURLEY, JR. 1801 RIVERSIDE DRIVE NASHVILLE, TN 37216	FIRST INVESTMENT CO. COLUMBUS, OH	

mail

INSTALLMENT DEED

BE IT REMEMBERED THAT THE CONSIDERATION FOR THIS DEED IS THE SUM OF FIFTY THOUSAND FIVE HUNDRED DOLLARS ($50,500.00) of which $1,000.00 has been paid in cash by JOSEPH A. CURLEY, JR. , the receipt of which is hereby acknowledged, and for the remainder JOSEPH A. CURLEY, JR. agrees to assume and pay, mortgages, notes and expenses as follow:

1. First mortgage to First Investment Company in the approximate amount of $44,598.05 secured by a deed of trust of record in Book 6541, page 942, Register's Office for Davidson County Tennessee.

2. Note to JAMES S. SWEENEY and wife RITA E. SWEENEY in the amount of $4,901.95 payable at the rate of $153.18 per quarter for one year with the entire unpaid balance due on 28 September 1988. The note bears interest at the rate of 12.5% per annum. The payments in the first year pay interest only. The entire balance owing is due on the sale of the property by JOSEPH A. CURLEY, JR. or his assigns.

3. Interest on delinquent debt and all expenses of collection including reasonable attorney's fees and the cost of preserving the security at the maximum legal rate.

JAMES S. SWEENEY and wife RITA E. SWEENEY, have this day bargained and sold, and by this deed do hereby quitclaim, transfer and convey, unto JOSEPH A. CURLEY, JR., his heirs and assigns, all of their interest ~~[illegible]~~ in certain real estate in DAVIDSON County, Tennessee, as described as follows:

Being Lot No. 22 and the southerly one-half of Lot No. 21 on the Map of Riverside Drive Subdivision, of record in Book 974, pages 609 & 61, Register's Office for Davidson County, Tennessee. Lot No. 22 and the southerly one-half of Lot No. 21 adjoin and front 75 feet on the easterly side of Riverside Drive and run back between lines 172 feet more or less on the southerly line of Lot No. 22 along the northerly margin of Dorchester Avenue to a dead line in the rear and measures 75 feet thereon.

Being the same property conveyed to James S. Sweeney, ~~[illegible]~~. by deed from William V. Sawer and wife, Mary E. Sawer of record in Book 6894, page 156 in the Register's Office for Davidson County, Tennessee.

This property is improved property known as 1801 Riverside Drive, Nashville, TN 37216.

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

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

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 JOSEPH A. CURLEY, JR. herein or covenants made by him in the installment- deed-note and for the further consideration of one dollar, to him in hand paid, the receipt of which he hereby acknowledges, JOSEPH A. CURLEY, JR. does hereby transfer and convey unto RANDALL STAMPS, 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.

JOSEPH A. CURLEY, JR. does hereby agree to keep the real estate described herein and all improvements thereon, insured by a reliable fire insurance company for a sum equal to the debt secured by this installment deed, and to have the loss, if any, made payable on the policy to the Trustee for the use and benefit of the lawful owners and holders of the debt secured hereby, as their interest may appear and to furnish a copy of the policy to the Trustee or his successors.

JOSEPH A. CURLEY, JR. further agrees to keep the improvements on the real estate in good repair and preservation and to pay all taxes and assessments thereon, and to pay them when due. If JOSEPH A. CURLEY, JR. fails to do either, then the Trustee, or the lawful owner and holder of the debt may do any or all of these things, and the sums so expended shall be due and payable immediately without notice or demand and shall become a part of the debt secured herein, and shall bear interest from the date of payment at the maximum legal rate.

Now, if JOSEPH A. CURLEY, JR. pays the promissory note above described when due, according to its terms, and pays the taxes, and keeps the improvements insured, and keep up repairs, then this trust conveyance shall be of no further force or effect. But if JOSEPH A. CURLEY, JR. fails to pay any installment, principal or interest, on the promissory note promptly when due, or if he fails to pay taxes, keep up repairs or keep the premises insured, or if JOSEPH A. CURLEY, JR. fails 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 JOSEPH A. CURLEY, JR. 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 JAMES S. SWEENEY and wife RITA E. SWEENEY may bid at any sale under this trust conveyance. JOSEPH A. CURLEY, JR. agrees, 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. JOSEPH A. CURLEY, JR. further agrees 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 JOSEPH A. CURLEY, JR., his representatives or assigns.

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

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.

JOSEPH A. CURLEY, JR. certifies that at the time of purchase he is unmarried.

IN WITNESS WHEREOF, JAMES S. SWEENEY and wife RITA E. SWEENEY and JOSEPH A. CURLEY, JR., have hereunto set our hands this 4th day of October, 1988.

James S. Sweeney
JAMES S. SWEENEY

Rita E. Sweeney
RITA E. SWEENEY

Joseph A. Curley, Jr.
JOSEPH A. CURLEY, JR.

2528 10/31 0101 03CHECK 179.49

STATE OF TENNESSEE)
DAVIDSON COUNTY)
)

BOOK 7690 PAGE 741

Personally appeared before me, the undersigned, a Notary Public in and for DAVIDSON County and TENNESSEE, the within named JAMES S. SWEENEY and wife RITA E. SWEENEY, the bargainers, 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 HENDERSONVILLE, Tennessee, this 4TH day of OCTOBER, 1988.

Jim R Hatcher
Notary Public

Commission Expires: Commission Expires August 3, 1991

STATE OF TENNESSEE)
DAVIDSON COUNTY)
)

Personally appeared before me, the undersigned, a Notary Public in and for DAVIDSON County and TENNESSEE, the within named JOSEPH A. CURLEY, JR., the bargainer, with whom I am personally acquainted, (or proved to on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained. Witness my hand and official seal at NASHVILLE, Tennessee, this 5TH day of OCTOBER, 1988.

Faye Hutchison
Notary Public

Commission Expires: 3-8-89

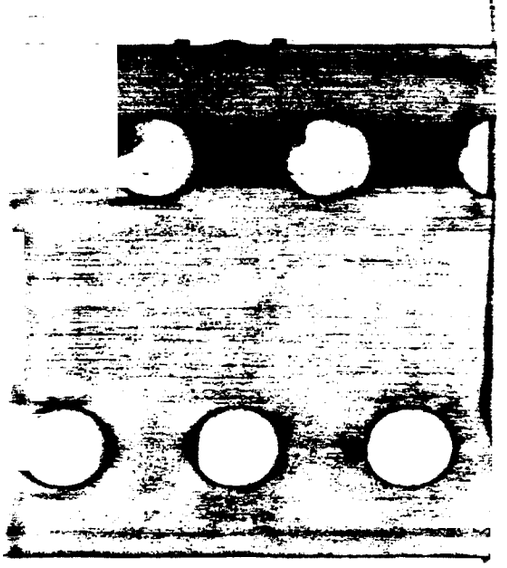
8 1 0 2 6

IDENTIFICATION REFERENCE

Oct 31 11 54 AM '88

FELIX Z WILSON II REGISTER
DAVIDSON COUNTY TENN

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





OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 7690 PAGE 742

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 50500.00
				MAMT 4901.95
				CON TX 166.65
				MOR TX 3.34
				PRFEE 0.50
				WDEED 9.00
				TOTAL 179.49
				CHECK 179.49
10/31/88		01		11:56 0001 2528

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

8 1 0 2 6

IDENTIFICATION REFERENCE

OCT 31 11 54 AM '88

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 149250