INSTALLMENT DEED

From: Lyndal Roberts and wife, Margaret Roberts,
To: David Boyd and wife Betty Boyd

This document prepared by Gerald A. Burkett, Attorney 211 Union, Nashville,TN 37201

Address new owners as follows:
David and Betty Boyd
418 Rayon Drive
Old Hickory, TN 37138

Send Tax bills to:
AmSouth Mortgage Co., Inc.
P. O. Box 11407 (RE: 661437)
Birmingham, Alabama 35246-0013

Map 44-5, Parcel 179. 4D 36395

INSTALLMENT DEED

For and in consideration of the sum of thirty-five thousand ($35,000.00) dollars, of which $700 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 note of even date in the amount of $34,300, payable to Lyndal Roberts and wife, Margaret Roberts, at the rate of 12% per annum, for 20 years at the rate of $373.90, and by contract have agreed to pay an additional $31.44 per month into escrow for taxes and insurance (adjustable as amount of taxes and insurance fluctuate). This is a wrap around mortgage, wrapping a first mortgage to AmSouth Mortgage Co., Inc. of approximately $14,772.47 and a second mortgage to Dominion Bank of approximately $8,803.25. Grantors will make the monthly payments on the said first and second mortgage. The note between the grantors and grantees proves for the payment of attorney's fees, and to secure the payment of said note, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed.

Lyndal Roberts and wife Margaret Roberts, hereinafter called the grantors, have this day bargained and sold and do hereby transfer and convey unto David Boyd and wife Betty Boyd, herein called the grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee as follows:

> Land in Davidson County, Tennessee, being the northwesterly 45 feet of Lot No. 15 on the Plan of Hadley Subdivision, of record in Book 547, page 125, Register's Office for Davidson County, Tennessee.
>
> Said northwesterly 45 feet of Lot No. 15 fronts 45 feet on the westerly margin of Rayon Drive, formerly Robinson Avenue, and extends back between parallel lines 141 feet to an alley.
>
> Being the same property conveyed to Margaret Roberts by quit-claim deed from Erika Florence Alvarez, of record in Book 7521, page 911, Register's Office for Davidson County, Tennesse.

This is improved property known as 418 Rayon Drive, Old Hickory, Tennessee 37138.

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 except as otherwise shown herein. We further covenant and bind ourselves, our 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 the nonpayment 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 Gerald A. Burkett, 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 the full amount insurable 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, or the monthly installment or monthly escrow payment 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 exzecute 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 inthe 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.j

IN WITNESS WHEREOF, we, the said grantors and grantees, have hereunto set our hands this the second day of November, 1988.

Lyndal Roberts

David Boyd

Margaret Roberts

Betty Boyd

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 Lyndal Roberts, Margaret Roberts, David Boyd, and Betty Boyd, 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 second day of November, 1988.

NOTARY PUBLIC

My commission expires:

8 4 8 7 6

IDENTIFICATION REFERENCE

Nov 11 1 59 PM '88

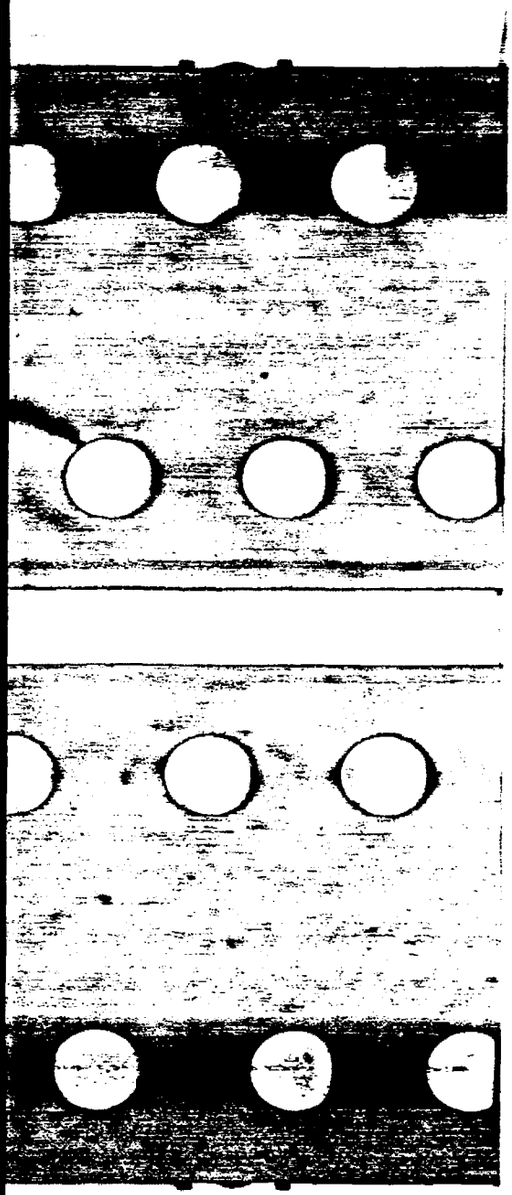
TENN. Z. WHITE, REGISTER
DAVIDSON COUNTY

Prepared from information furnished by grantors. Liability limited to fee paid for such preparation.

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $34,300.00"

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS
$35000.00
Margaret Roberts
Affiant
SUBSCRIBED AND SWORN TO BEFORE ME, THIS
THE 11th DAY OF Nov. 1988
B. Edwards
Deputy Register

STATE TAX 171.50 CHECK 162.15



OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 7701 PAGE 944

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

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

CASH 35000.00
MAMT 34300.00
CON TX 115.50
MOR TX 37.15
PRFEE 0.50
WDEED 9.00
TOTAL 162.15
CHECK 162.15

11/11/88 01 14:02 0001 6961

8.4 8.7 6.

TRANSFER REFERENCE

Nov 11 1 59 PM '88

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY TENN.

No. 153527