BOOK 7737 PAGE 886

THIS INSTRUMENT PREPARED BY:

CLEMENT, GIBSON & MOSSMAN
Suite 202, Noel Place
200 Fourth Avenue North
Nashville, Tennessee 37219

ADDRESS OF NEW OWNER: SEND TAX BILLS TO:
Joe C. Harris and wife, Carol E. Harris
Route 1, Box 279
Goodlettsville, Tennessee 37072

FIRST MORTGAGEE:
Third National Bank
Nashville, Tennessee

The maximum indebtedness for recording purposes is $22,500.00.

SECOND MORTGAGEE:
Bobby R. Morefield

MAP & PARCEL NO:
Map 83-13; Parcel 235

INSTALLMENT DEED/WRAP MORTGAGE

FOR AND IN CONSIDERATION of the sum of TWENTY-SEVEN THOUSAND FIVE HUNDRED ($27,500.00) DOLLARS, of which FIVE THOUSAND ($5,000.00) DOLLARS has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder TWENTY-TWO THOUSAND FIVE HUNDRED ($22,500.00) DOLLARS, Joe C. Harris and wife, Carol E. Harris, have executed a Promissory Note of even date payable to the order of Bobby R. Morefield, Holder of the Note, in the original principal sum of TWENTY-TWO THOUSAND FIVE HUNDRED ($22,500.00) DOLLARS, payable with interest at the rate of TWELVE (12%) PERCENT Per annum, upon the following terms and conditions, namely:

On the Twenty-third (23rd) day of January, 1989, the sum of $352.90, and thereafter a like sum on the 23rd day of each month for 101 consecutive months, said sums being principal and interest with a total number of payments to be made of 102. The total principal and interest is to be paid to Bobby R. Morefield, or his heirs or assigns.

This Note cannot be assumed, transferred or otherwise conveyed to another purchaser without the written permission of the Holder. If said property is conveyed to another purchaser without the written permission of the Holder, the Holder of this Note can call this Note at once due and payable. If said property is conveyed to another purchaser, the Holder shall have the option to call the Note due or to renegotiate the interest rate.

Bobby R. Morefield and wife, Ann C. Morefield*, have this day bargained and sold and do hereby transfer and convey unto the said Joe C. Harris and wife, Carol E. Harris, their successors, heirs and assigns, certain real estate in Davidson County, Tennessee, described as follows:

Land in Davidson County, Tennessee, being Lot No. 18 on the Plan of Payne, Blakemore and Cummings Addition to Nashville, of record in Book 57, page 70, said Register's Office, described as

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 27,500.00
Affiant
SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 27th DAY OF December 1988.
Deputy Register

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $ 22,500.00"

follows:

Said Lot No. 18 fronts 50 feet on the easterly side of South 11th Street and extends back 161 feet between parallel lines in the rear measuring 50 feet thereon.

Being the same property conveyed to Bobby R. Morefield by deed from Richard H. Shepard and wife, Nancy R. Shepard, of record in Book 6387, page 241, Register's Office for Davidson County, Tennessee.

THIS IS IMPROVED PROPERTY KNOWN AS: 509 South 11th Street, Nashville, Tennessee

This instrument is made subject to all applicable local government planning, building and zoning regulations.

*Ann C. Morefield joins in the conveyance of the property so as to convey any rights, title and interest she may have as the spouse of Bobby R. Morefield.

TO HAVE AND HOLD the said tract or parcel of land with the appurtenances, estate, title and interest thereto belonging to the said Grantee, his heirs and assigns forever. And I do covenant with the said Grantee that I am lawfully seized and possessed of said land in fee simple, having a good right to convey it, and the same is unencumbered, except as outlined herein. And I further covenant and bind myself, my heirs and representatives to warrant and forever defend the title to the said land to the said Grantee, his heirs and assigns, against the lawful claims of all persons, whomsoever.

FOR AND IN CONSIDERATION of ONE ($1.00) DOLLAR, to me paid, the receipt of which is acknowledged, and the other considerations herein mentioned, Joe C. Harris and wife, Carol E. Harris*, have this day bargained and sold and do hereby transfer and convey to Andrew B. Gibson, Jr., Trustee, and his successors in trust, certain property in the State of Tennessee, County of Davidson, described as follows:

Land in Davidson County, Tennessee, being Lot No. 18 on the Plan of Payne, Blakemore and Cummings Addition to Nashville, of record in Book 57, page 70, said Register's Office, described as follows:

Said Lot No. 18 fronts 50 feet on the easterly side of South 11th Street and extends back 161 feet between parallel lines in the rear measuring 50 feet thereon.

Being the same property conveyed to Bobby R. Morefield by deed from Richard H. Shepard and wife, Nancy R. Shepard, of record in Book 6387, page 241, Register's Office for Davidson County, Tennessee. Further being the same property conveyed to Joe C. Harris by Bobby R. Morefield by Installment Deed/Wrap Mortgage contained within this document.

TO HAVE AND TO HOLD said property to the said Andrew B. Gibson, Jr., Trustee, and his successors in trust, forever. We covenant that we are lawfully seized of the said property, have a good right to convey it, and that the same is unencumbered.

We further covenant and bind ourselves, and our heirs and representatives, to warrant and defend the title to said property to the said Andrew B. Gibson, Jr., Trustee, and his successors in trust, and his assigns forever, against the lawful claims of all persons.

This conveyance of the property and all covenants and warranties contained herein are made expressly subject to the following:

1. Real Estate Taxes for the current year.
2. A Deed of Trust of record in Book 6789, page 706, securing Third National Bank in Nashville.

The Deed of Trust described above shall be referred to herein as the "prior mortgage".

3. The rights of tenants in possession of the property under leases existing at the time of the conveyance.

TO HAVE AND TO HOLD said property with the appurtenances, estate, title and interest thereto belonging to the Trustee and his successors in trust, forever.

Grantors, Joe C. Harris and Carol E. Harris covenant that they are lawfully seized of the property, have a good right to convey it, and that the same is unencumbered except as set forth hereinabove.

Grantors further convenant and bind themselves to warrant and forever defend the title to the property to the Trustee and to his successors in trust and assigns, against the lawful claims of all persons, whomsoever.

This conveyance is made in trust for the following uses and trusts, and for no other purpose: On the twenty-third (23rd) day of January, 1989, the sum of $352.90, and thereafter a like sum on the 23rd day of each month for 101 consecutive months, said sums being principal and interest with a total number of payments to be made of 102. The total principal and interest is to be paid to Bobby R. Morefield, or his heirs or assigns.

Transfer of the Property. In the absence of prior written consent from Bobby R. Morefield, hereinafter referred to as Beneficiary, if all or any part of the premises or any interest therein is sold, transferred, encumbered or restricted, including without limitation, (i) the creation of a lien, charges, restriction or encumbrance against the Premises whether or not subordinate to this Deed of Trust, (ii) the execution of a contract to transfer or otherwise dispose of all, part of, or any interest in the beneficial or equitable title to the Premises, (iii) the transfer or execution of a contract to transfer or otherwise dispose of all, part of, or any interest in the beneficial or equitable title to the Premises, or (iv) the filing of any tax lien, judgment lien or any other type of lien against the Premises, Beneficiary may at any time after he acquires actual knowledge of such actual or attempted sale, assignment, conveyance, transfer, disposition, encumbrance or restriction, declare all secured indebtedness to be immediately due and payable. As a further condition of Beneficiary's consent or approval, she may, in her sole discretion, require a change in the terms of payment of the note, including but not limited to an increase in the rate of interest provided for in the note, payment of their expenses (including attorney fees) incurred in connection with said consent or approval, and further, payment of a service fee to them. No such written consent shall be effective unless the purchaser (in the case of a sale) shall be required to execute an assumption agreement and modification of the note setting forth the changes in the terms required by Beneficiary, and in such form as she may reasonably require. Said consent is totally the decision of Beneficiary, and she is under no requirement to grant such consent. No consent or approval by her shall cause Grantor to be released from liability

for payment of the note and the secured indebtedness unless he expressly consents in writing to such release.

Events of Default and Acceleration. The occurrence of any of the following events shall constitute an Event of Default hereunder:

(a) A default shall occur in the non-payment of the principal and/or interest on the secured indebtedness or any portion thereof when and as the same shall become due and payable;

(b) Grantor's failure to perform any of the obligations hereunder, or a default or event of default shall occur under the note, this Deed of Trust, or any other instrument or document now or hereafter further evidencing, securing or otherwise related to the secured indebtedness or any portion thereof;

(c) Grantor shall abandon the Premises;

(d) Grantor or any other person or entity now or hereafter liable to pay all or any portion of the secured indebtedness shall fail to pay or admit in writing that it is generally not paying its debts as they become due, or make a general assignment for the benefit of creditors or commit any act of bankruptcy; or receiver, trustee or other custodian shall be appointed for Grantor; or any proceedings under bankruptcy laws or other laws of general application to creditors shall be appointed for Grantor; or any proceedings under bankruptcy laws or other laws of general application to creditors shall be brought by or against Grantor, or any subsequent Obligor; or Grantor, or any subsequent Obligor shall file for any form of reorganization or arrangement under any bankruptcy law;

(e) Should any representation of warranty of Grantor, herein contained, or contained in the instrument, transfer, conveyance, assignment or loan agreement given with respect to the secured indebtedness, reasonably appear to be untrue or misleading in any material aspect;

(f) Should any federal tax lien, judgment lien or claim of lien for labor or material be filed of record against Grantor or the Premises and not be removed by payment or bond within thirty (30) days from date of recording;

(g) If the said Grantor fails to make any payment due on any indebtedness or security or any event shall occur or any condition shall exist in respect of any indebtedness or security of Grantor or under any agreement securing or relating to such indebtedness or security, the effect of which is to cause or to permit any holder of such indebtedness or other security or a trustee to cause (whether or not such holder or trustee elects to cause) such indebtedness or security, or a portion thereof, to become due prior to its stated maturity or prior to its regularly scheduled dates of payment.

Upon the occurrence of any Event of Default described in subparagraph (d) hereof, the secured indebtedness shall be immediately due and payable in full; and upon the occurrence of any other Event of Default described above, Beneficiary, at any time thereafter may, at his option, accelerate the maturity of the secured indebtedness; all without notice of any kind.

Remedies. Upon the occurrence of any Event of Default and the acceleration of the maturity of the secured indebtedness,

Beneficiary, or any other agent of his, or the Trustee may take any one or more of the following actions:

(a) Enter upon and take possession of the premises without applying for or obtaining the appointment of a receiver;

(b) Employ a managing agent of the Premises and let the same, either in Trustee's own name, in the name of Beneficiary, or in the name of the Grantor, receive the rents, incomes, issues and profits of the Premises and apply the same, after payment of all necessary charges and expenses, on account of the secured indebtedness;

(c) Pay any sums in any form or manner deemed expedient by Beneficiary to protect the security of this Deed of Trust or to cure any Event of Default other than payment of interest or principal on the secured indebtedness;

(d) Foreclose this Deed of Trust. The Trustee hereunder, or his agent or successors, at the request of Beneficiary or the representatives or assigns of his, after giving notice of the time and place of sale by publication of such at least three (3) different times in some newspaper published in the County in which the premises are primarily situated, the first of which publication shall be at least twenty (20) days previous to said sale, shall, at the date and time stated in the notice, and at the door of the County Courthouse in said County at which foreclosure sales are customarily held or, at the election of Beneficiary, at the Premises, proceed to sell the Premises at public auction for cash (or for credit against the secured indebtedness if Beneficiary is the highest bidder) or upon such other terms that are satisfactory to the Trustee and Beneficiary, and in bar of the statutory right of redemption contained in Tennessee Code Annotated, Section 66-8-101, (et. seq.), homestead, dower, elective share, rights of appraisment or valuation, and all other rights and exemptions of every kind, including equity of redemption, all of which are hereby waived. Trustee shall apply the proceeds from such sale - first to the payment of all costs and expenses of such sale, including attorney and Trustee fees and expenses incurred in connection with the sale and Grantor's default; to the payment of the secured indebtedness, including any and all advances made under the terms hereof with interest thereon; third, the surplus, if any, to the parties legally entitled thereto. In the event the Trustee cannot determine the person or persons to whom the surplus should be paid or a controversy exists with respect to the surplus, the Trustee may pay the surplus into a court of competent jurisdiction in an interpleader action and all expenses of such action, including legal fees incurred by Beneficiary, or Trustee, shall be paid from the surplus or, if the surplus is insufficient, by the Grantor.

The foreclosure sale may be adjourned from time to time by Trustee, or his agent or successors, at the place of sale on the date the same is originally set, or on the date of any adjournment thereof, and may be reset at a later date or dates, by announcement without any additional publication.

Beneficiary or her designees may purchase the premises at any sale. In the event she purchases the Premises at the Trustee's sale, to the extent his bid price exceeds the secured indebtedness, she shall pay the Trustee cash equal to such excess.

The Premises or any part thereof may be sold in one (1) parcel or in such parcels, manner or order as Beneficiary in his

sole discretion may elect, and one or more exercises of the power herein granted shall not extinguish or exhaust the power unless the entire Premises are sold or the secured indebtedness paid in full.

Following a Trustee's sale of the Premises, Trustee shall deliver to purchaser a Trustee's Deed conveying the property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's Deed shall be prima facie evidence of the truth of statements made therein.

The Grantor further agrees that in case of any sale hereunder, he will at once surrender possession of the Premises, and will from that moment become and be the tenant at will of the purchaser, and removable by process as upon a forcible and unlawful detainer suit, hereby agreeing to pay such purchaser the reasonable rental value of the Premises after such sale plus all expenses, including legal fees, incurred by the purchaser.

Neither Beneficiary nor the Trustee shall be required to give any notice of the foreclosure sale to the Grantor.

(e) Institute appropriate proceedings of foreclosure in equity or at law. Upon the institution of such proceedings, Trustee shall, upon application therefor, without notice, be entitled to have a receiver appointed to take possession of the Premises, and Trustee or Beneficiary shall be entitled to all the rents, issues and profits arising therefrom during the pendency of any such foreclosure proceedings.

(f) Take any other action it may be legally entitled to take to protect its rights.

It is further agreed that said Trustee, or his successors, may execute the power of sale herein and other powers and rights without giving bond or taking oath.

Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Beneficiary.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, whether or not then due, with any excess paid to the Grantor. In the event of a partial taking of the Property, unless the Grantor and Beneficiary, otherwise agree in writing, the sums secured by this Deed of Trust shall be reduced by the amount of the proceeds.

If the Property is abandoned by the Grantor, or if, after notice by Beneficiary to the Grantor that the condemnor offers to make an award or settle a claim for damages, the Grantors fail to respond to Beneficiary within thirty (30) days after the date the notice is given, then Beneficiary is authorized to collect and apply the proceeds, at her option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust, whether or not then due.

Unless Beneficiary and the Grantor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments hereunder or change the amount of such payments.

Insurable Value. The said Grantor does hereby agree to keep

all buildings or improvements located on the Premises insured with some reliable fire insurance company or companies, said insurance to be the total value of the said improvements. Said policies should be made payable to the said Trustee, or the benefit of the lawful owner and holder of this Note, as its interest may appear. In the event the property is vacant, there is no requirement to keep hazard insurance.

The Grantor further agrees to keep any 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 she fails to do either, then said Trustee, or the lawful owner and holder of said Note, or any of them, may exercise any of the provisions outlined under the Default and Acceleration clause of this Deed of Trust.

In the 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, the lawful owner and holder of said lien, note, 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, the title herein conveyed to Andrew B. Gibson, Jr., Trustee, shall be vested in said successor.

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.

The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Andrew B. Gibson, Jr., Trustee and Beneficiary. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

The words "Bobby R. Morefield" (Beneficiary), "Joe C. Harris and wife, Carol E. Harris" (Grantors) and "Andrew B. Gibson, Jr." (Trustee) whenever used herein shall include all individuals, corporations (and if a corporation, its officers, employees, agents or attorneys) and any and all other persons or entities, and the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under any of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural.

As part of the consideration for the execution of this instrument, Holder agrees that to the extent of payments received on the Note secured by this Installment Deed/Wraparound Mortgage, and so long as there is no default in this Installment Deed/Wraparound Mortgage, to make payments of principal and interest as they become due upon the Promissory Note secured by the prior mortgage; provided, however, if the Grantors, Joe C. Harris and wife, Carol E. Harris, are not in default under the Deed of Trust or the Note secured by it and if the Holder is in default under the terms of the prior mortgage, then in this event, Grantors, Joe C. Harris and wife, Carol E. Harris, shall have the right to make payments directly to the prior mortgage holder and to deduct any such payment actually made by Grantors from any additional payments Grantors may owe Holder of the Note secured by this Installment Deed/Wraparound Mortgage.

IN WITNESS WHEREOF, we, Bobby R. Morefield and wife, Ann C. Morefield, and Joe C. Harris and wife, Carol E. Harris, hereunto

set our hands at Nashville, Tennessee, this 23rd day of December, 1988.

HOLDERS:

BOBBY R. MOREFIELD

ANN C. MOREFIELD

PROMISSORS:

JOE C. HARRIS

CAROL E. HARRIS

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 Bobby R. Morefield and wife, Ann C. Morefield, the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal, at Nashville, Tennessee, this 23rd day of December, 1988.

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 Joe C. Harris and wife, Carol E. Harris, the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal, at Nashville, Tennessee, this 23rd day of December, 1988.

Notary Public

My Commission Expires:

10-9-91

97166

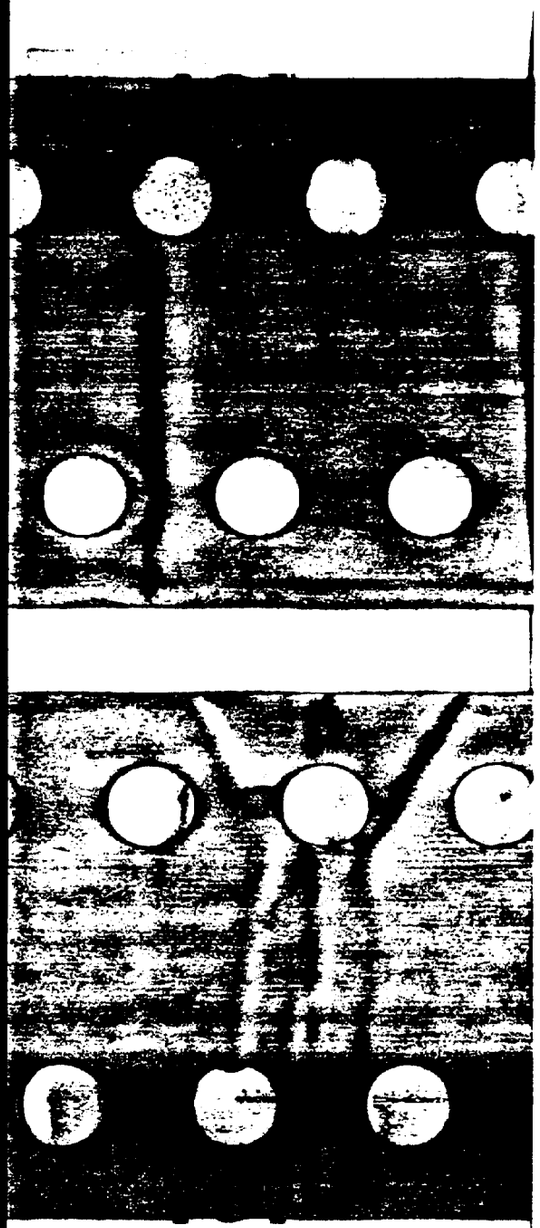
IDENTIFICATION REFERENCE

Dec 28 3 00 PM '88

FELIX Z WILSON II REGISTER
DAVIDSON COUNTY, TN

RUSH

1854 12/28 0101 03CHECK 138.83



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

RECEIVED OF _____

FOR _____

BOOK 7737 PAGE 894

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

CAMT 27500.00
MAMT 22500.00
CON TX 90.75
MOR TX 23.58
PRFEE 0.50
TDEED 24.00
ERR CO
TDEED 24.00-
WDEED 24.00
TOTAL 138.83
CHECK 138.83

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

9.7.166

IDENTIFICATION REFERENCE

Dec 28 3 00 PM '88
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

12/28/88 01 15:01 0001 1854

No. 167979