THIS INSTRUMENT WAS PREPARED BY

James L. Fuqua, Jr., Atty., 505 E. Main St., Hendersonville, TN 37075
(Prepared with information supplied by grantees.)

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The Actual Consideration or Value, Whichever is Greater, For This Transfer is $23,000.00. Maximum principal indebtedness for Tennessee recording tax purposes is $23,000.00.

SUBSCRIBED AND SWORN TO BEFORE ME, this the 30th. day of December, 1988.

Commission Expires 7/6/91

NOTARY PUBLIC

ADDRESS OF NEW OWNER:	SEND TAX BILLS TO:	
William D. Ramsey, Jr. 139 Lori Lee Drive Gallatin, Tennessee 37066	Same	MAP #: 52-3 PARCEL #: 103 MAP # : 52-3 PARCEL #: 109

INSTALLMENT DEED

BE IT REMEMBERED THAT FOR AND IN CONSIDERATION OF THE SUM OF TWENTY THREE THOUSAND DOLLARS ($23,000.00) for which WILLIAM D. RAMSEY and wife, CELESTE D. RAMSEY, have executed an installment deed note in the amount of $23,000 payable in five annual installments of $4,600.00 plus interest at the prime rate charged by New York banks, GEORGE J. MURPHY and wife,PATRICIA MURPHY, individually and for the partnership between the parties, have this day bargained and sold, and by this deed do hereby transfer and convey unto WILLIAM D. RAMSEY and wife, CELESTE D. RAMSEY, their heirs and assigns, their entire interest in certain real estate in DAVIDSON County, Tennessee, as described as follows:

TRACT NUMBER 1: Land in Davidson County, Tennessee, being Lot No. 15, Block B on the Map of Homeacres, not of record and described according to a plan made by Blanchard and Parrish, Engineers as follows:

BEGINNING at a point in the west margin of Center Street at the common corner of Lots Nos. 14 and 15 of said block; thence west along the line between said lots, 255 feet to the corner of Lots 13 and 15; thence south with the line between said lots, 100 feet to the common corner of Lots Nos. 12, 13, 15 and 16; thence east along the line between Lots 15 and 16, 255 feet to the point of beginning;

BEING the same property conveyed to a partnership composed of GEORGE J. MURPHY and wife PATRICIA MURPHY, and WILLIAM D. RAMSEY and wife, CELESTE D. RAMSEY, by a deed of record in Book 6783, page 470 in the Register's Office for Davidson County, Tennessee. This lot is improved property know as parcel 103 on Map 52-3 (11D-44000) and as 604 Center Street, Madison Tennessee.

TRACT NUMBER 2: Land in Davidson County, Tennessee, being Lot No. 18 of Block A on the unrecorded plan of Home Acres Subdivision, described as follows:

BEGINNING at a point in the east margin of Center Street, at the corner of Lots 18 and 19; thence with the line between said lots easterly 334.7 feet to a point; thence southerly 100 feet to a corner of Lot No. 17; thence with the line between Lots No. 17 and 18, westerly 334.7 feet to the east margin of Center Street; thence with the margin of Center Street northerly 100

feet to the beginning.

BEING the same property conveyed to a partnership composed of GEORGE J. MURPHY and wife, PATRICIA MURPHY, and WILLIAM D. RAMSEY and wife, CELESTE D. RAMSEY, by a deed of record in Book 6783, page 466 in the Register's Office for Davidson County, Tennessee. This lot is improved property know as parcel 109 on Map 52-3 (11D-44000) and as 607 Center Street, Madison Tennessee.

All parties hereto acknowledge and agree that this transaction is to terminate a partnership between them and compromise and settle all debts, causes-of-action, claims and obligations between the MURPHYS and RAMSEYS including both known and unknown matters except any concealed by fraud or any created by this instrument and the accompanying note or by State or Federal liens, if any, on the grantor's property.

TO HAVE AND TO HOLD the real estate with the appurtenances, estate, title and interest thereto belonging to WILLIAM D. RAMSEY and wife,CELESTE D. RAMSEY, their heirs and assigns forever. GEORGE J. MURPHY and wife, PATRICIA MURPHY, covenant that they are lawfully seized and possessed of the real estate in fee simple, have a good right to convey it, and that it is unencumbered, except as above set out. Taxes for the year 1988 shall be paid from escrow accounts which are hereby transferred to WILLIAM D. RAMSEY and wife, CELESTE D. RAMSEY.

GEORGE J. MURPHY and wife, PATRICIA MURPHY, further covenant and bind themselves, their heirs, and representatives to warrant and forever defend the title to the real estate to WILLIAM D. RAMSEY and wife, CELESTE D. RAMSEY, their heirs and assigns, against the lawful claims of all persons.

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 WILLIAM D. RAMSEY and wife, CELESTE D. RAMSEY, herein or covenants made by us in the installment-deed-note and for the further consideration of one dollar, to us in hand paid, the receipt of which we hereby acknowledge, WILLIAM D. RAMSEY and wife, CELESTE D. RAMSEY, do hereby transfer and convey unto LOUIS OLIVER,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.

WILLIAM D. RAMSEY and wife, CELESTE D. RAMSEY, do 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.

WILLIAM D. RAMSEY and wife, CELESTE D. RAMSEY, further agree 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 WILLIAM D. RAMSEY and wife, CELESTE D. RAMSEY, fail 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 WILLIAM D. RAMSEY and wife, CELESTE D. RAMSEY, pay the promissory note above described when due, according to its terms, and pay the taxes, and keep the improvements insured, and keep up repairs, then this trust conveyance shall be of no further force or effect. But if WILLIAM D. RAMSEY and wife, CELESTE D. RAMSEY, fail to pay any installment, principal or interest, on the promissory note promptly when due, or if we fail to pay taxes, keep up repairs or keep the premises insured, or if WILLIAM D. RAMSEY and wife, CELESTE D. RAMSEY, fail 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 WILLIAM D. RAMSEY and wife, CELESTE D. RAMSEY, 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 the GEORGE J. MURPHY and wife, PATRICIA MURPHY, may bid at any sale under this trust conveyance. WILLIAM D. RAMSEY and wife, CELESTE D. RAMSEY, agree, 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. WILLIAM D. RAMSEY and wife, CELESTE D. RAMSEY, further agree 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 WILLIAM D. RAMSEY and wife, CELESTE D. RAMSEY, their representatives or assigns.

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.

IN WITNESS WHEREOF, GEORGE J. MURPHY and wife, PATRICIA MURPHY, and WILLIAM D. RAMSEY and wife, CELESTE D. RAMSEY, have hereunto set our hands this 30th. day of December, 1988.

GEORGE J. MURPHY

PATRICIA MURPHY

WILLIAM D. RAMSEY

CELESTE D. RAMSEY

BOOK 7749 PAGE 157

STATE OF TENNESSEE)
Davidson County)
)

Personally appeared before me, RANDALL STAMPS, a Notary Public in and for said County and State, the within named GEORGE J. MURPHY, and wife PATRICIA MURPHY, the bargainors, 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, on January 6, 1989.

Randall M. Stamps
Notary Public

Commission Expires: 7/6/91

5158 01/11 0101 03CHECK 112.55

STATE OF TENNESSEE)
SUMNER COUNTY)
)

Personally appeared before me, James L. Fuqua Sr., a Notary Public in and for said County and State, the within named WILLIAM D. RAMSEY and wife, CELESTE D. RAMSEY, the bargainors, 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, on 30 December 1988.

James L. Fuqua Jr.
Notary Public

Commission Expires: 14 July 1991

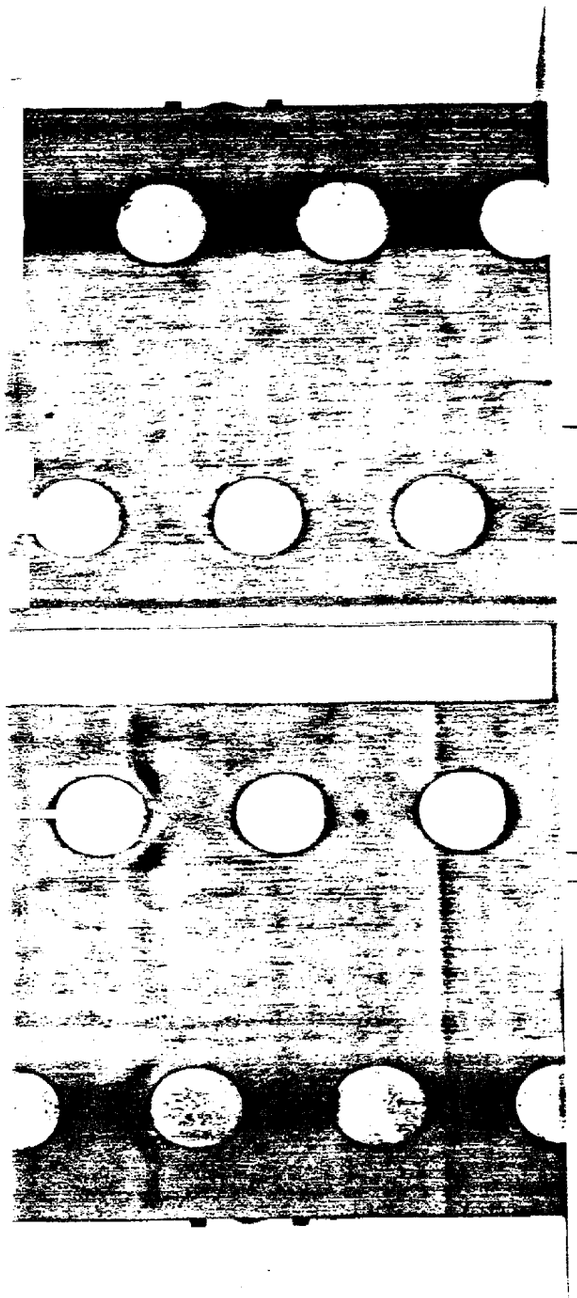
JAMES L. FUQUA, JR. NOTARY PUBLIC

00568

IDENTIFICATION REFERENCE

JAN 11 9 49 AM '89

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TN



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

RECEIVED OF _____

FOR _____

BOOK 7749 PAGE 158

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 23000.00
				MAMT 23000.00
				CON TX 75.90
				MOR TX 24.15
				PRFEE 0.50
				WDEED 12.00
				TOTAL 112.55
				CHECK 112.55
01/11/89	01			09:49 0001 5158

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

00568

IDENTIFT REFERENCE

JAN 11 9 49 AM '89

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 171825