INSTALLMENT DEED BOOK 7760 PAGE 39

For and in Consideration of the sum of SIXTY-FIVE THOUSAND AND NO/100---------- ---------- Dollars, of which FIVE HUNDRED AND NO/100---------- Dollars, has been paid in cash by Ronald G. Brown the receipt of which is hereby acknowledged, and for the remainder SIXTY-FOUR THOUSAND FIVE HUNDRED AND NO/100---------- Dollars, the said Ronald G. Brown has executed one note of even date herewith wherein Ronald G. Brown promises to pay to Frank M. Michanowicz and wife, Barbara J. Michanowicz, the principal sum of $64,500.00 together with interest on the unpaid principal balance thereof at the rate of 10.00% per annum in 36 consecutive monthly installments, on the 15th day of each month and beginning on February 15, 1989, the first 35 installments being in the amount of $566.03, each, and the final installment on January 15, 1992, being in the amount of $63,873.97.

The Due On Sale Clause appearing on the fourth page hereof is hereby incorporated herein by this reference thereto.

all of said notes bearing ~~six per cent~~ interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, Frank M. Michanowicz and wife, Barbara J. Michanowicz ---------- have this day bargained and sold, and do hereby transfer and convey unto the said Ronald G. Brown heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LAND in Davidson County, Tennessee, being Lot No. 149 on the plan of Eastland Acres, Section II, of record in Book 2331, page 7, Register's Office for said County.

SAID Lot No. 149, which is a corner lot, fronts 110.5 feet on the northerly margin of Brittany Drive and fronts 120.0 feet on the westerly margin of Barclay Drive, said frontages being joined by a curve having a length of 39.3 feet, and extends back 158.0 feet on the northerly line and 147.0 feet on the westerly line to a point of intersection.

BEING the same property conveyed to Frank M. Michanowicz and wife, Barbara J. Michanowicz by deed from Wayne N. Cavender, Executor of the Estate of Frances B. Cavender of record in Book 5783, page 950, Register's Office for Davidson County, Tennessee.

THIS conveyance is made subject to: (a) property taxes for 1989 for which Grantee(s) will be responsible; (b) restrictive covenants of record in Book 2335, page 336; and (c) matters set forth on said plan.

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $64,500.00 .

This is unimproved ( ) improved (X) property, known as 2445 Brittany Drive, Nashville, Tennessee 37206
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

Ronald G. Brown hereby agrees to continue the pest control contract, presently on the above referenced property, with A-One Pest Control, for the term of this deed of trust.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Ronald G. Brown, his 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.

We further covenant and bind our heirs and representatives, to warrant and forever defend the title to said real estate to said Ronald G. Brown, 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 said lien notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to them in hand paid, I, the said Ronald G. Brown

do hereby transfer and convey unto John V. Adams, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

I, the said Ronald G. Brown 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 $Insurable value 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 interst may appear.

I 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 I 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 I, the said Ronald G. Brown 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 I fail to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; I 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, homestead, dower 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 execute and deliver a deed to the purchaser. The creditor may bid at any sale under this trust conveyance. I 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. I 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 advice 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 in the protection of said property, as herein authorized.

4th. The residue, if any, will be paid to Ronald G. Brown 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 John V. Adams, 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 his trusteeship.

IN WITNESS WHEREOF, we, the said Frank M. Michanowicz and wife, Barbara J. Michanowicz and Ronald G. Brown hereunto set our hands at Nashville, Tennessee, this the 20th day of January 19 89

Frank M. Michanowicz

Barbara J. Michanowicz

Ronald G. Brown

STATE OF TENNESSEE
Davidson County

Personally appeared before me, John V. Adams, a Notary Public in and for said County and State, the within named Frank M. Michanowicz and wife, Barbara J. Michanowicz and Ronald G. Brown

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 20th day of _____, 19___

Commission Expires 7-13-91

John V. Adams, Notary Public.

NOTARY PUBLIC AT LARGE

STATE OF _____

_____ **County.**

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the bargainor___, with whom I am personally acquainted, and who acknowledged that _____ executed the within instrument for the purposes therein contained.

Witness my hand and official seal at _____ this _____ day of _____, 19___

_____, Notary Public.

Commission Expires _____

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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Before me, ..., a Notary Public of the State and County aforesaid, personally appeared .....,

with whom I personally acquainted, and who, upon oath, acknowledged .....self to be .....

..... of the .....,

the within named bargainor, a corporation, and that .....he as such .....,

being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by .....self as .....

Witness my hand and seal, at office in .....,

this ..... day of ....., 19 .....

....., Notary Public.

Commission expires .....

(over for additional acknowledgements)

Due On Sale Clause

The transfer of any interest in said property, including but not limited to any interest which confers the right to occupy said property, [except for: (1) liens and/or mortgage financing junior to the lien hereof, the enforcement thereof NOT being exempted herefrom, (2) transfers arising by reason of deach and/or divorce, (3) transfers by and between Borrowers, if applicable, (4) transfers for the purpose of creating an estate by the entireties and (5) leases having a term of one year or less which do not contain an option to purchase] without the express written consent of the holder (Holder) of the note referenced herein will constitute default hereunder. Holder shall have the right (a) to withhold such consent for any or no reason and (b) to require a change in the loan terms, including but not limited to the interest rate, as a condition for granting such consent.

INSTALLMENT DEED

FROM

TO

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

JAN 27 2 06 PM '89

4643

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Ronald G. Brown (NAME)	NEW OWNER (NAME)	MAP 83-12
2445 Brittany Drive (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	PARCEL 42
Nashville, TN 37206 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	FB# 15DA 42890

THIS INSTRUMENT WAS PREPARED BY

John V. Adams, Attorney
3813 Cleghorn Avenue
Nashville, TN 37215
FILE BOX 9

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 65,000.00

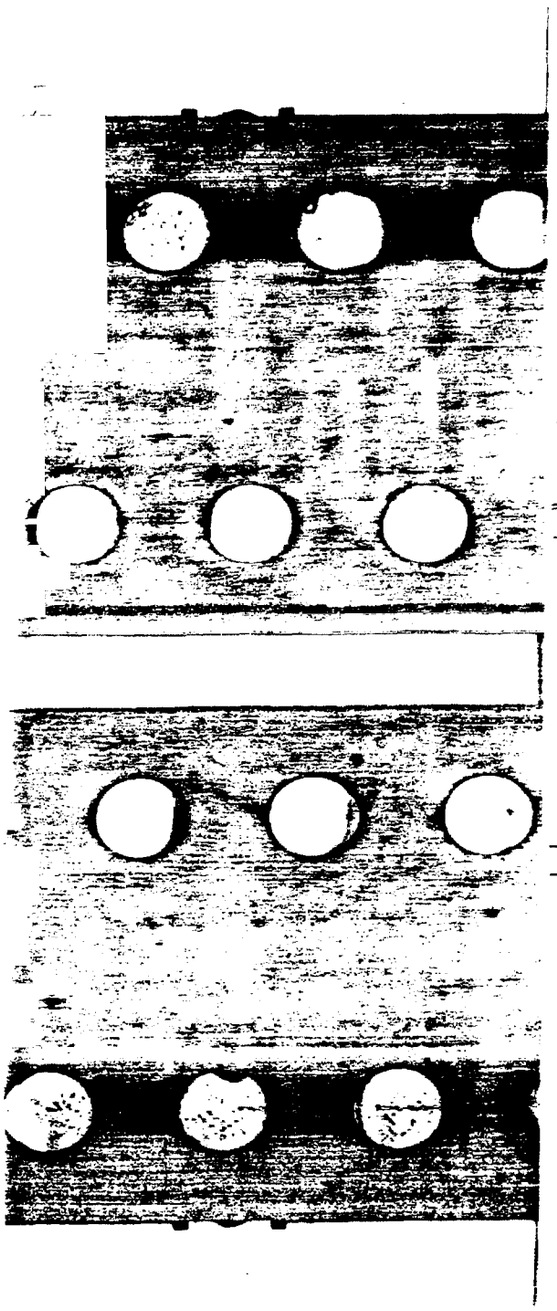
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 20th DAY OF January 1989.

Notary Public

MY COMMISSION EXPIRES: 7-13-91

(AFFIX SEAL)



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

RECEIVED OF _____

FOR _____

BOOK 7760 PAGE 43

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	65000.00
			MAMT	64500.00
			CON TX	214.50
			MOR TX	71.80
			PRFEE	0.50
			WDEED	12.00
			TOTAL	298.80
			CHECK	298.80
01/27/89	01		14:11 0001	0035

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

04645

IDENTIFICATION

JAN 27 2 06 PM '89

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 176637