INSTALLMENT DEED

For and in Consideration of the sum of ($89,000.00)

Eighty-nine thousand and no/100---------- Dollars,

of which ($7500.00) Seven Thousand Five Hundred and no/100 Dollars,

has been paid in cash by Martin Thielen, and wife, Paula Thielen

the receipt of which is hereby acknowledged, and for the remainder of ($81,500.00)

Eighty-one thousand Five Hundred and no/100---------- Dollars,

the said Martin Thielen, and wife, Paula Thielen have

agreed to assume the balance due in the approximate amount of $10,000 00 secured by a certain deed of trust of record in Book 3806, page 455, Register's Office for Davidson County, Tennessee, to secure to Guaranty Mortgage Company the payment of a note in the original principal amount of $19,800.00, and for the balance due in the amount of $71,500.00, the grantees have executed a note of even date payable $627.46 monthly with interest at the rate of 10% per annum, said payments to be applied first on the interest then accrued, and the balance on the principal based on a 30 year amortization schedule with the balance due and payable in full 10 years from the date of this instrument.

and to secure the payment of the debt hereinabove set out together with all charges and claims made and provided in the said instrument or note evidencing the debt, reference to which is here made, a lien is expressly retained on the land herein conveyed,

we, Patrick Joseph McRedmond, and wife, Ann Marie McRedmond

have this day bargained and sold, and do hereby transfer and convey unto the said

Martin Thielen, and wife, Paula Thielen their heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows:

Land In Davidson County, Tennessee, being Lot No. 5D-41, on the Plan of Section 5-D, Glengarry Park, as of record in Book 3600, page 36, Register's Office for said County.

Said Lot No. 5D-41 fronts 92 feet on the westerly side of Winthorne Drive and runs back 157.6 feet on the northerly line and 168 feet on the southerly line, to a dead line in the rear on which it measures 93 feet.

Being the same property conveyed to Joseph Patrick McRedmond, and wife, Ann Marie McRedmond by deed from Michael Pigott, and wife, Sharon Pigott of record in Book 7707, page 278 Register's Office for Davidson County, Tennessee.

If all or any part of the property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this security instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this security instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this security instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this security agreement without further notice or demand on Borrower.

This is unimproved ( ) improved (X) property, known as 1321 Winthorne Drive Nashville, TN
(House Number) (Street) P O Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Martin Thielen, and wife, Paula Thielen heirs and assigns forever. we covenant that we 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 herein set out.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Martin Thielen, and wife, Paula Thielen 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 non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, _____, the said Martin Thielen, and wife, Paula Thielen

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do hereby transfer and convey unto George P. Linebaugh, Jr., 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 Martin Thielen, and wife, Paula Thielen 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 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 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 Martin Thielen, and wife, Paula Thielen 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, 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 execute and deliver a deed to the purchaser. The creditor may bid at any sale under this trust 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 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 us, Martin Thielen, and wife, Paula Thielen 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 George P. Linebaugh, 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 his trusteeship.

IN WITNESS WHEREOF, we, the said Patrick Joseph McRedmond, and wife, Ann Marie McRedmond and Martin Thielen, and wife, Paula Thielen hereunto set our hands at Davidson County, Tennessee, this the 6th day of February 1989.

Patrick Joseph McRedmond
PATRICK JOSEPH MCREDMOND

Ann Marie McRedmond
ANN MARIE MCREDMOND

Martin Thielen
MARTIN THIELEN

Paula Thielen
PAULA THIELEN

STATE OF TENNESSEE

Davidson **County**

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

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Patrick Joseph McRedmond, and wife, Ann Marie McRedmond and Martin Thielen, and wife, Paula Thielen, 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 purpose therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 6th day of February, 1989.

Patricia A. Hunt
Notary Public

Commission Expires 11/12/90

STATE OF TENNESSEE

_____ **County.**

Before me, _____, a Notary Public in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the _____ of the _____, a corporation, and that he as such _____, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as _____.

Witness my hand and official seal at Nashville, Tennessee, this _____ day of _____, 19____.

_____, Notary Public.

Commission Expires _____

STATE OF TENNESSEE
COUNTY OF _____

Before me, _____, a Notary Public in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a partner of _____, the within named bargainor, a partnership and that he as such partner, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by himself as a partner.

Witness my hand and official seal at Nashville, Tennessee, this _____ day of _____, 19____

_____, Notary Public.

Commission Expires _____

07350

FEB 7 1 45 PM '89

RUSH

5300 02/07 0101 03CHECK 386.13

INSTALLMENT DEED

FROM

Patrick Joseph McRedmond, and wife, Ann Marie McRedmond

TO

Martin Thielen, and wife Paula Thielen

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $ 71,500.00"

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Martin Thielen, et ux (NAME)	Same (NAME)	120-9
1321 Winthorne Drive (STREET ADDRESS OR ROUTE NUMBER)	Same (STREET ADDRESS)	154
Nashville, TN 37217 (CITY) (STATE) (P. O. ZIP)	Same (CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

George P. Linebaugh, Jr.
Attorney
213 Third Ave. North
Nashville, TN 37201

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 89,000.00

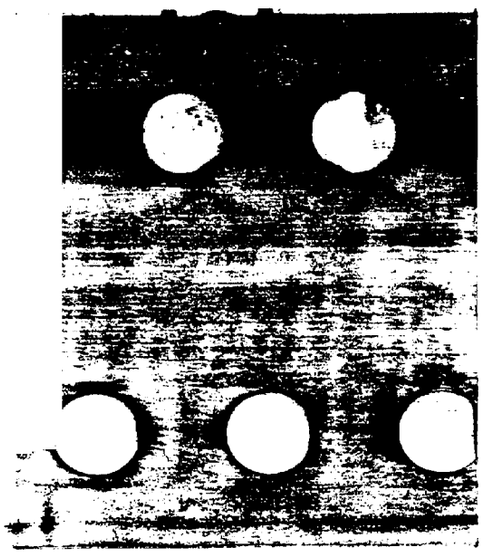
Affiant

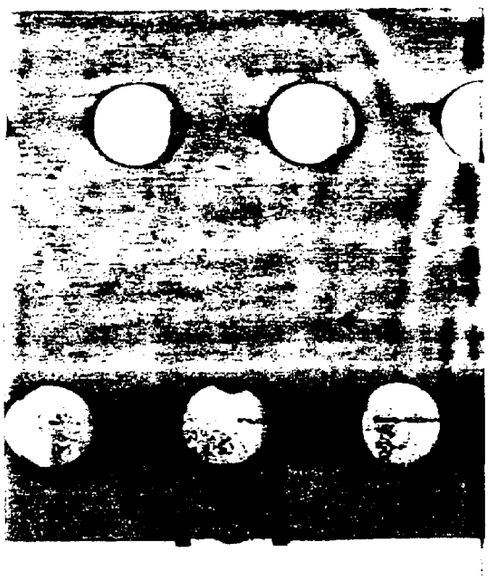
SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 6th DAY OF February, 1989.

Notary Public

MY COMMISSION EXPIRES: 7-19-89

(AFFIX SEAL)





OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 7768 PAGE 19

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 89000.00
MAMT 71500.00
CON TX 293.70
MOR TX 79.93
PRFEE 0.50
~~WDEED 12.00~~
~~TOTAL 386.13~~
CHECK 386.13

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

02/07/89 01 13:47 0001 5300

07350

IDENTIFICATION REFERENCE

FEB 7 1 45 PM '89

No. 179793