THIS INSTRUMENT WAS PREPARED BY

Walter S. Clark, Jr., Attorney, Suite 622 - 1101 Kermit Dr., Nashville, TN 37217

NAME ADDRESS

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Ellis Funeral Home, Inc. (NAME)	Same (NAME)	119-5 Part 137,164 & 165
2627 Nolensville Road (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee 37211 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

For and in consideration of the sum of Two Hundred Sixty Thousand and no/100 ($260,000.00) Dollars of which Five Thousand and no/100 ($5,000.00) Dollars has been paid in cash by the grantee hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantee has executed its promissory note of even date in the amount of $255,000.00 payable to Nellie K. Ellis, in 360 monthly installments of $1,871.13, including principal and interest, first installment due on the 1st day of February, 1989 and a like amount on the first day of each succeeding month until paid in full or said note is forgiven according to the terms of said note. Said note bears interest at 8% per annum, and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed, Nellie K. Ellis, a widow hereinafter called the grantor, has this day bargained and sold, and do hereby transfer and convey unto Ellis Funeral Home, Inc. a Tennessee Corporation, herein called grantee and assigns, certain real estate in Davidson County, Tennessee, as follows:

TRACT I: Being lot No. 20 and the southerly one-half of lot No. 21 on the Revised and Corrected Plan of Thompson and Ring's Subdivision of Edenwold Park, as of record in book 332, page 29, Register's Office for said County.
Said lot No. 20 and part of lot No. 21 front together 75 feet on the westerly side of the Nolensville Pike and run back between lines 156 feet on the southerly line of lot No. 20 and 160.5 feet on the northerly line of that part of lot No. 21 herein conveyed to an alley on which they measure 75 feet.
Being the same property conveyed to Nellie K. Ellis by deed from Dulcie Revis Booth et al., of record in book 1916, page 491, said Register's Office.

TRACT II: Land in Davidson County, Tennessee, being lot No. 19 on the Revised and Corrected Plan of Thompson and Ring's Subdivision of Edenwold Park, as of record in book 332 page 29, Register's Office for said County.
Said lot No. 19 fronts 50 feet on the westerly side of the Nolensville Pike and runs back 153½ feet on the southerly line and 156 feet 2 inches on the northerly line to an alley, measuring 50 feet thereon.
Being the same property conveyed to Nellie K. Ellis, by deed from Herbert F. Jones and wife, Mary F. Jones, of record in Book 2270, page 511, said Register's Office.

TRACT III: Being lot No. 29 on the Revised and Corrected Plan of Thompson and Ring's Subdivision of Edenwold Park, as of record in book 332, page 29, Register's Office for said County.
Said lot No. 29 fronts 50 feet on the easterly side of Caldwell, formerly Marshall, Avenue and runs back between parallel lines 150 feet to an alley.
Being the same real property conveyed to Nellie K. Ellis, by deed from Mayme W. Hester, and recorded in book 2876, page 334, said Register's Office.

This is improved property, known as 2627 Nolensville Road and 2630 Grandview Avenue, Nashville, Tennessee 37211.

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $255,000.00."

The actual consideration or value, whichever is grater, for this transfer is $260,000.00.

AFFIANT

Subscribed and sworn to before me, this the 1st day of January, 1989.

NOTARY PUBLIC

My commission expires: 9/9/89

RUSH

FEB 21 10 06 AM '89

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TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest therein 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.

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 non-payment 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 D.L. Clark 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 $ ins. val. 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 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 pa 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 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 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 o 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 provi... 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 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 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.

IN WITNESS WHEREOF, we, the said grantors and grantees, have hereunto set our hands this the First day of January 19 89.

Nellie K. Ellis

Ellis Funeral Home, Inc.

By: Clyde Green, President

(Attest) Nellie K. Ellis, Secretary

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

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Personally appeared before me WALTER S. CLARK, JR., a Notary Public in and for said County and State, the within named Nellie K. Ellis a widow the bargainors, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 1st day of January, 19 89.

Notary Public

Commission expires 9-9-89

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

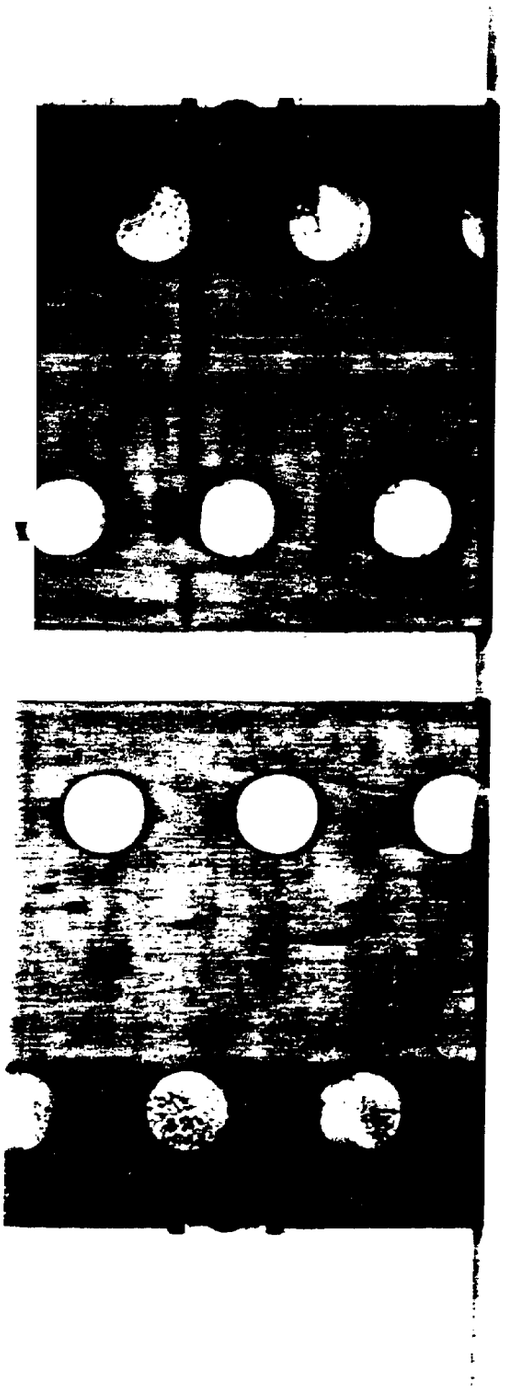
Before me, WALTER S CLARK, JR, a Notary Public of the State and County aforesaid, personally appeared Clyde Green with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him self to be President of the Ellis Funeral Home, Inc., the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by him self as President.

Witness my hand and seal, at office in Nashville, Tennessee, this 1st day of January, 19 89.

NOTARY PUBLIC LARGE

Notary Public

Commission expires 9-9-89



OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 7775 PAGE 392

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 260000.00
MAMT 255000.00
CON TX 858.00
MOR TX 290.95
PRFEE 0.50
RECORD 6.00
TOTAL 1155.45
CHECK 1155.45

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

02/21/89 01 10:08 0001 8432

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IDENTIFICATION REFERENCE

Feb 21 10 06 AM '89

No. 182885