INSTALLMENT DEED

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THIS INSTRUMENT WAS PREPARED BY		
Harold E. Collins, Attorney, 4800 Charlotte Avenue, Nashville, TN 37209		
NAME ADDRESS		
ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Gary Duke	SAME	Map 91-6
(NAME)	(NAME)	
214 Elnora Drive		Parc. P/O 182
(ADDRESS)	(ADDRESS)	
Hendersonville, Tennessee 37075		
(CITY) (STATE) (P.O.ZIP)	(CITY)(STATE)(ZIP)	

FOR AND IN CONSIDERATION OF THE SUM OF SEVENTY THOUSAND AND NO/100 DOLLARS ($70,000.00) of which NONE ($0.00) has been paid, and for the remainder the Buyer has this date executed his Promissory Note in the principal amount of $70,000.00 payable to H.C. Duke payable in 140 monthly installments $500.00 each which represents principal only, this note bearing no interest and under no circumstances shall Grantee sell, convey or encumber the hereinbelow described property so long as Holder, H.C. Duke, is living, unless the remaining unpaid balance is paid in full. Said monthly payments are to be applied to principal and if for any reason it is necessary for I.R.S. purposes that interest be imputed, and assessed against Holder on any amount or payment then Buyer will increase the monthly payments accordingly. Grantor/Holder hereby agrees that upon his death if there remains and unpaid balance owed by Gary Duke, then said amount shall be considered a gift to Gary Duke and shall not become a part of his probate estate. In the event of default, and to secure the payment of said note or notes, and attorney's fees, a lien is expressly retained on the land herein conveyed.

I, H.C. Duke, an unmarried person, hereinafter called the Grantor, have this day bargained and sold, and do hereby transfer and convey unto Gary Duke, hereinafter called Grantee, his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING Lot No. 1 on the plan Morrow Road Division, of record in Plat Book 6200, Page 829 Register's Office for Davidson County, Tennessee.

Said Lot No. 1 begins at a monument located in the South right of way of Morrow Road being the northeast corner of the Priscilla B. Polk property; thence, along the right of way of said road south 53 degrees 23 minutes 38 seconds east 96.39 feet to an iron pin; thence, south 37 degrees 10 minutes 51 seconds west 123.63 feet to an iron pin; thence, north 52 degrees 49 minutes 09 seconds west 73.87 feet to a monument; thence, north 26 degrees 47 minutes 14 seconds east 150.0 feet to the point of beginning containing 0.241 acres more or less, according to a survey of Randolph L. Chapdelaine dated August 8, 1988.

Being part of the same property conveyed to H.C. Duke by deed from Kathryn T. Kirby of record in Book 5833, Page 339 R.O.D.C. Tennessee.

This conveyance is subject to easements and set back lines as appears of record in Plat Book 6200 Page 829 R.O.D.C. Tennessee.

Improved Property	5603 Morrow Road	Nashville, TN		37209
(House Number)	(Street)	(City)	(State)	(Zip)

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

Maximum Principal Indebtedness for Tax Recording Tax Purposes is $70,000.00

H E Collins

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 H.E. Collins, 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 $70,000.00 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 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 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 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, 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 advise 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 5TH day of APRIL, 1989.

H.C. DUKE

GARY DUKE

[STATE OF TENNESSEE)
[COUNTY OF DAVIDSON) The actual consideration or value whichever is
[greater, for this transfer is: $70,000.00
[Subscribed and sworn to before me, this the 7TH day of
[APRIL, 1989.
[
[Affiant
[My commission expires: 3-11-90
[(Affix Seal)
[NOTARY PUBLIC
[

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 H.C. Duke and Gary Duke , 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 purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 7TH day of APRIL, 1989

NOTARY PUBLIC

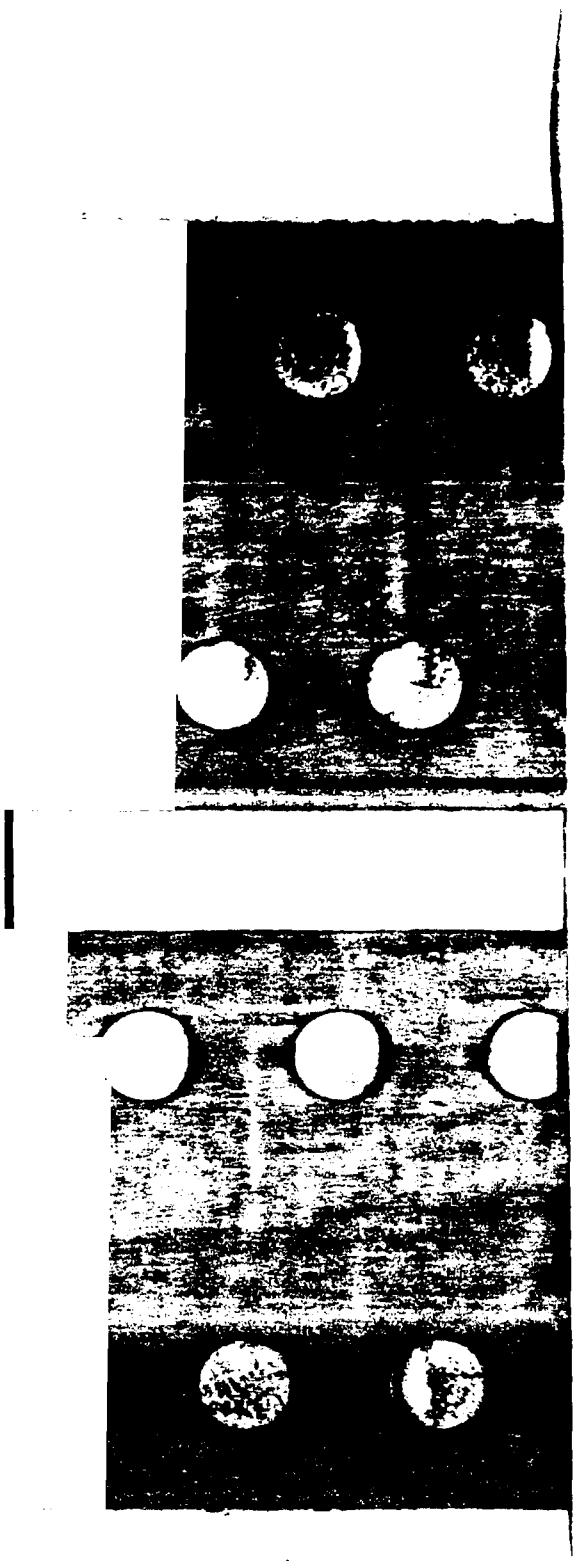
My commission expires: 3-11-90

26894

APR 21 1 38 PM '89

RUSH

8129 04/21 0101 03CHECK 318.70



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

RECEIVED OF _____

FOR _____

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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	70000.00
MAMT	70000.00
CON TX	231.00
MOR TX	78.20
PRFEE	0.50
WDEED	9.00
TOTAL	318.70
CHECK	318.70

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

04/21/89 01 13:39 0001 8129

26894

IDENTIFICATION REFERENCE

APR 21 1 38 PM '89

No. 202492