INSTALLMENT DEED

For and in Consideration of the sum of One Hundred Sixty-Two Thousand and No/100----------($162,000.00)---------- Dollars, of which Forty Thousand Five Hundred and No/100 ($40,500.00)----- Dollars, has been paid in cash by Howard C. Pomeroy and wife, Edna S. Pomeroy the receipt of which is hereby acknowledged, and for the remainder One Hundred Twenty One Thousand Five Hundred and No/100---------- Dollars, the said Howard C. Pomeroy and wife, Edna S. Pomeroy have executed their promissory note of even date herewith, payable to the order of Robert Wilder Smith and wife, Jane Sharwell Smith, promising to pay the principal sum of One Hundred Twenty One Thousand Five Hundred and No/100 ($121,500.00) Dollars payable over five (5) years in quarterly payments of Six Thousand Seventy-five and No/100 ($6,075.00) Dollars together with interest on the outstanding principal balance in an amount equal to the Union Planters Bank of Tennessee prime rate plus two percent (2%) per annum.

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $ 121,500.00"

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, Robert Wilder Smith and wife, Jane Sharwell Smith

have this day bargained and sold, and do hereby transfer and convey unto the said Howard C. Pomeroy and wife, Edna S. Pomeroy, their heirs and assigns,

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

A tract of land in the Second, formerly the Ninth, Civil District of Davidson County, Tennessee, fronting on the northwesterly side of Buffalo Road about a mile north of Highway 70 and being more fully described as:

Beginning at a spike in the center of Buffalo Road at the southwesterly corner of a tract conveyed to H. Don Reed by deed recorded in Book 4669, page 507, said spike is also the southeasterly corner of a tract conveyed to Madison Smith by deed recorded in Book 3954, page 114, Register's Office of Davidson County, Tennessee and proceeding as follows: 1. with the center of Buffalo Road S 63 deg. 41' 31" W 117.69 feet, thence; 2. continuing with Buffalo Road S 65 deg. 54' 07" W 182.31 feet, thence; 3. leaving the road N 31 deg. 00' 00" W714.20 feet, thence; 4. N 11 deg. 55' 35" W48.79 feet, thence; 5. N 65 deg. 02' 06" E 283.91 feet to a fence, thence; 6. with this fence and the extention thereof S 31 deg. 00'00" E762.00 feet to the point of beginning and containing 5.22 acres, more or less.

Being the same property conveyed to Robert Wilder Smith and wife, Jane Sharwell Smith by deed from William Madison smith and wife, Ada T. Smith of record in Book 7582, page 725, Register's Office for Davidson County, Tennessee.

This is unimproved ( ) improved (X) property, known as 7606 Buffalo Road (House Number) (Street) Nashville, Tn 37209 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 Howard C. Pomeroy and wife, Edna S. Pomeroy, 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 said real estate to said Howard C. Pomeroy and wife, Edna S. Pomeroy, 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 him in hand paid, we, the said Howard C. Pomeroy and wife, Edna S. Pomeroy do hereby transfer and convey unto Theodore H. Pailet, 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 Howard C. Pomeroy and wife, Edna S. Pomeroy 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 Howard C. Pomeroy and wife, Edna S. Pomeroy 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 Robert Wilder Smith and wife, Jane Sharwell Smith, their 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 Theodore H. Pailet, 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 Robert Wilder Smith and wife, Jane Sharwell Smith and Howard C. Pomeroy and wife, Edna S. Pomeroy

hereunto set our hands at Nashville, Tennessee, this the 11th day of May 19 89

Robert Wilder Smith

Jane Sharwell Smith

Howard C. Pomeroy

Edna S. Pomeroy

STATE OF TENNESSEE

Davidson **County**

Personally appeared before me, Unascertained, a Notary Public in and for said County and State, the within named Robert Wilder Smith, Jane Sharwell Smith, Howard C. Pomeroy and Edna S. Pomeroy,

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 11th day of May 19 89

Notary Public.

Commission Expires 10/16/89

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 _____

BOOK 7[illegible] 170

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 _____

5675 05/12 0101 03CHECK 684.53

MAIL ENV.

MAY 12 11 45 AM '89

32595

INSTALLMENT DEED

FROM
Robert Wilder Smith, et ux

TO
Howard C. Pomeroy, et ux

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Howard C. Pomeroy, et ux (NAME)	Howard C. Pomeroy, et ux (NAME)	127-0
401 Bowling Ave. No.89 (STREET ADDRESS OR ROUTE NUMBER)	7606 Buffalo Read (STREET ADDRESS)	Parcel 1
Nashville, TN 37205 (CITY) (STATE) (P. O. ZIP)	Nashville, TN 37209 (CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

Theodore H. Pailet, Attorney
1906 South Street
Nashville, Tn 37212

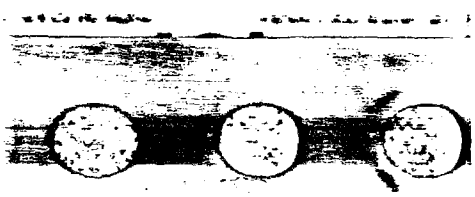
STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $162,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 11th DAY OF May, 19 89.

Notary Public



OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

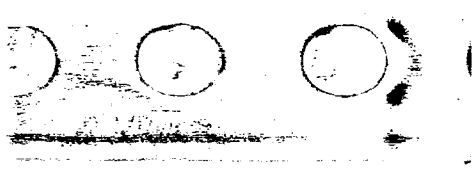
BOOK 7840 PAGE 171

CO - CONVEYANCE
MO - MORTGAGE
WD - WARRANTY DEED
TD - TRUST DEED

CC - CERTIFIED COPY
REL - RELEASE
UCC - UNIFORM COMMERCIAL CODE

MISC - MISCELLANEOUS
CO TAX - STATE TAX CONVEY
MO TAX - STATE TAX MORT
PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL





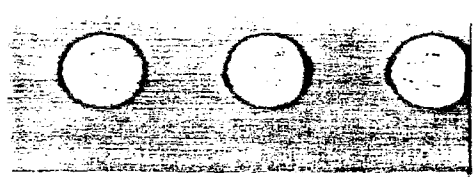
RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

32569

MAY 12 11 45 AM '89

CAMT 162000.00
MAMT 121500.00
CON TX 534.60
CON TX 137.43
ERR CO
CON TX 137.43-
MOR TX 137.43
PRFEE 0.50
WDEED 12.00
TOTAL 684.53
CHECK 684.53

05/12/89 01 11:46 0001 5675



No. 209109