INSTALLMENT DEED

For and in Consideration of the sum of $73,000.00

Seventy Three Thousand and 00/100 ($73,000.00) Dollars Dollars,

of which Thirty Thousand and 00/100 $30,000.00) Dollars,

has been paid in cash by Zona K. Allen

the receipt of which is hereby acknowledged, and for the remainder of $43,000.00

Fort Three Thousand and 00/100 ($43,000.00) Dollars,

the said Zona K. Allen has executed an Installment Deed Note of even date herewith in the principal sum of Forty Three Thousand and 00/100 ($43,000.00) Dollars payable to Larry Ray Gann and wife, Pamela W. Gannn in Installments as follows: Beginning on the 26th day of June, 1989 the sum of Three Hundred Two and 30/100 ($302.30) Dollars and thereafter a like amount on the 26th day of each succeeding month with a final monthly payment in such amount on the 26th day of February, 1990 and on the 26th day of February, 1990 a baloonn payment of Forty One Thousand Eight Hundred Seventy Three and 11/100 ($41,873.11) Dollars which amount will pay off the entire balance of said note. Said monthly installments include interest at the rate of 5% per annum.

Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $ 43000 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,

we, Larry Ray Gann and wife, Pamela W. Gann

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

Zona K. Allen, her heirs and assigns,

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

Land in Davidson County, Tennessee, being Lot No. 90 on the Plan of Pleasant Acres, Section Two, as of record in Book 2133, Page 75, Register's Office for said County, described as follows:

Beginning at a point on the westerly margin of Freywood Drive at the common corner of Lots 89 and 90; thence with the line between said lots northwesterly 135.45 feet to a point, a corner of Lot No. 91; thence with the line between lots 90 and 91, southwestwardly 125 feet to the northerly margin of Barbara Drive; thence with the margin of said Drive, southeastwardly 100 feet to the beginning of a curve; thence along said curve, eastwardly 32.5 feet to a point on the westerly margin of Freywood Drive; thence with the margin of said Drive, northeastwardly 122 feet to the beginning.

Being the same property conveyed to Larry Ray Gann and wife, Pamela W. Gann by deed from Forrest Poole, of record in Book 5058, page 554 , Register's Office for Davidson County, Tennessee.

This is unimproved ( ) improved (X) property, known as 700 Barbara Drive, Madison, Tn. 37115
(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 Zona K. Allen, her 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 Zona K. Allen, her 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 me in hand paid, I, the said Zona K. Allen

do hereby transfer and convey unto Phillip Warren, 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 Zona K. Allen 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.

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 Zona K. Allen 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; if 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, 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. 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 Zona K. Allen, her 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 Phillip Warren, 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 Larry Ray Gann and wife, Pamela W. Gann and Zona K. Allen hereunto set our hands at Nashville, Tennessee, this the 26th day of May 19 89

Larry Ray Gann

Pamela W. Gann

Zona K. Allen

STATE OF TENNESSEE

DAVIDSON **County**

Personally appeared before me, Paul G. Blankenship, a Notary Public in and for said County and State, the within named Larry Ray Gann and wife, Pamela W. Gann and Zona K. Allen,

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 26th day of May, 19 89

Paul G. Blankenship, Notary Public

Commission Expires May 20, 1992.

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 7850 PAGE 85

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 _____

0400 05/26 0101 03CHECK 300.55

36478

RECEIVED FOR RECORD
MAY 26 2 36 PM '89

INSTALLMENT DEED

FROM

TO

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Zona K. Allen (NAME)	Zona K. Allen (NAME)	FB 11D-13945
700 Barbara Drive (STREET ADDRESS OR ROUTE NUMBER)	700 Barbara Drive (STREET ADDRESS)	Map 51-3
Madison, Tn. 37115 (CITY) (STATE) (P. O. ZIP)	Madison, Tennessee 37115 (CITY) (STATE) (ZIP)	Parcel 98

THIS INSTRUMENT WAS PREPARED BY

Paul G. Blankenship
Attorney at Law
107 Point East Drive
Nashville, Tennessee 37216

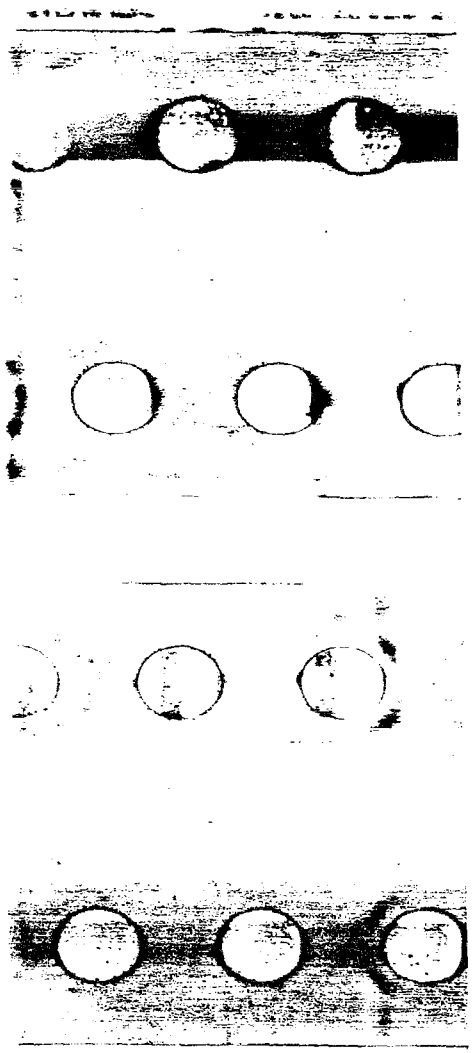
STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 73,000.00 Zona K. Allen
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 26th DAY OF May, 1989.

Notary Public



OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 7850 PAGE 858

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	73000.00
MAMT	43000.00
CON TX	240.90
MOR TX	47.15
PRFEE	0.50
WDEED	12.00
TOTAL	300.55
CHECK	300.55

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

05/26/89 01 14:37 0001 0400

36478

MAY 26 2 36 PM '89

No. 213768