ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Billy R. Potter, Trustee		Map 118-8
(NAME): 311 Williamsburg Circle	(NAME):	P - 54-55
(STREET ADDRESS OR ROUTE NUMBER): Brentwood Tenn 37027	(STREET ADDRESS):	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

26

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FOR AND IN CONSIDERATION of the sum of Fifty Thousand and 00/100----------($50,000.00)---------- *Dollars,*

of which Five Thousand and 00/100----------($5,000.00)---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Forty-Five Thousand and 00/100----------($45,000.00)---------- *Dollars,*

Billy R. Potter, Trustee having full power to sell, transfer or convey without the joinder of any beneficiary *has executed* his promissory note of even date herewith, bearing interest at ten (10%) percent per annum and payable as follows: Interest only shall be paid monthly with the first payment due August 5, 1989 and all accrued interest on the fifth (5th) day of each month thereafter until July 5, 1991, at which time payments of principal and interest shall be amortized over an eight (8) year period and paid in equal monthly installments of six hundred eighty two and 84/100 ($682.84) Dollars, with the first such payment due August 5, 1991 and a like sum on the 5th day of each succeeding month thereafter; provided, however, the final payment, if not sooner made shall be paid on or before July 5, 1999. Said note may not be prepaid in whole or in part until the expiration of two (2) years from the date of the note. In the event of acceleration of the note within said two (2) year period due to a default in the terms of the note or this installment deed, a sum equivalent to all remaining interest for said two (2) year period shall be included as a ** *and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed,*

C. P. Gardner and wife, Marilyn Gardner

have this day bargained and sold, and do hereby transfer and convey unto the said Billy R. Potter, Trustee, having full power to sell, transfer or convey without the joinder of any beneficiary his *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Being Lots Nos. 14 and 15 on the Plan of Grandview Heights, of record in Book 161, pages 14 and 15, Register's Office for said County, as follows:

Said Lot No. 14 fronts 50 feet on the easterly side of Felts Avenue and runs back between parallel lines 150 feet to an alley.

Said Lot No. 15 fronts 50 feet on the westerly side of Felts Avenue and runs back between parallel lines 150 feet to an alley.

Being the same property conveyed to C. P. Gardner by deed from Pauline Watson of record in Book 5807, page 80, Register's Office for Davidson County, Tennessee.

** part of the sum due holder upon acceleration, along with all other sums due holder under said note and this installment deed. A default by maker during said two (2) year period shall not release maker from the liability for interest due for said period.

RITA J. BAKER NOTARY PUBLIC

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater for this transfer is $50,000.00

Subscribed and sworn to before me, this the 5th day of July, 1989

Failure to keep the property in good repair and maintenance; failure to keep the property insured as herein provided, and to furnish holder a paid receipt and certificate of coverage at least annually; failure to pay taxes or assessments when due; and failure to pay any installment when due, will constitute a breach of the terms of this document and all sums due hereunder shall become immediately due and payable.

In the event holder must pay any assessments, taxes, repairs or insurance premiums to protect their interest hereunder, said amount so expended shall be added to the principal balance and bear interest as specified in the note. The making of any payment by the holder on behalf of the grantees shall not constitute a waiver of holder's right to accelerate hereunder.

In the event this property is sold, transferred or conveyed, the aforesaid note will become immediately due and payable at the option of the holder. In the event holder consents to an assumption, said consent, to be effective, must be in writing.

unimproved ( )
This is improved (X) property, known as ..... (House Number) ..... (Street) ..... P. O. Address: ..... (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Billy R. Potter, Trustee, having full power to sell, transfer or convey without the joinder of any beneficiary, his *(successors), heirs and assigns forever.* I *covenant that* I am *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 for 1989 taxes which have been prorated.

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Billy R. Potter, Trustee, having full power to sell, transfer or convey without the joinder of any beneficiary, his *(successors), 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 indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Billy R. Potter, Trustee, having full power to sell, transfer or convey without the joinder of any beneficiary *hereinafter referred to as trustors, hereby transfer and convey unto* Gail Pigg, *Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:*

Trustors 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 the sum of $....., or at least the maximum insurable value, until the indebtedness herein secured is 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 or holder of said indebtedness as his interest may appear.

Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness

indebtedness secured hereby.

Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums, with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, 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 indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof, 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, homestead, dower 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. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed 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:

the statutory right of redemption is expressly waived.

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 indebtedness 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 trustors, their order, 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 indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, 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 above named trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 5th *day of* July, *19* 89.

C. P. Gardner

Marilyn Gardner

Billy R. Porter, Trustee, having full power to sell, transfer or convey without the joinder of any beneficiary.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* C. P. Gardner and wife, Marilyn Gardner

*the within named bargainor*s, *with whom I am personally acquainted, and who acknowledged that* they *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville, *Tennessee, this* 5th *day of* July, *19* 89.

NOTARY PUBLIC

Notary Public

Commission expires ~~9/26/92~~ 10/9/91

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Billy R. Potter, Trustee, having full power to sell, transfer or convey without the joinder of any beneficiary

the within named bargainor, with whom I am personally acquainted, and who acknowledged that he *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville, Tennessee
this 5th *day of* July, *19* 89

Rita Tuley *Notary Public*

Commission expires ~~9/26/92~~ 10/9/91

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ..., *a Notary Public of the State and County aforesaid, personally appeared* ....., *with whom I am personally acquainted, and who, upon oath, acknowledged* .....*self to be* ....*of the* ....., *the within named bargainor, a corporation, and that* .....*he as such* ....., *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* .....*self as* .....

Witness my hand and seal, at office in ....., *this* .....*day of* ....., *19*.....

.....*Notary Public*

Commission expires .....

INSTALLMENT DEED

FROM

P. Gardner

TO

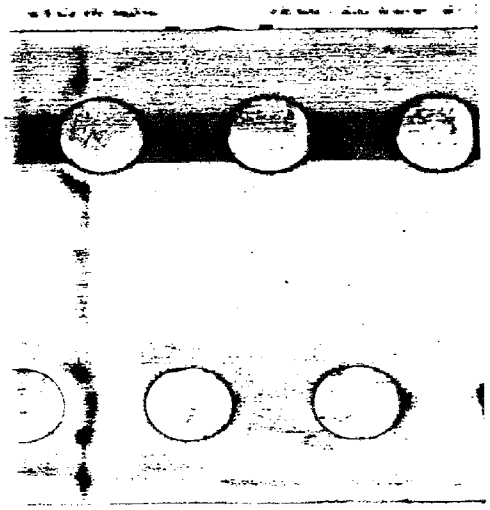
Billy R. Potter, Trustee, having full power to sell, transfer or convey without the joinder of any beneficiary

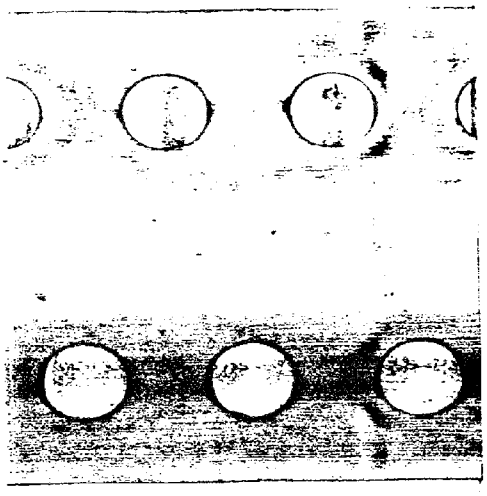
2665 07/06 0101 CHECK 227.45

ago Title Insurance Company
rst American Center — Phone 255-4631
NASHVILLE, TENNESSEE 37238

JUL 6 12 53 PM '89

4715





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

RECEIVED OF _____

FOR _____

BOOK 7882 PAGE 584

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

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

CAMT	50000.00
MAMT	~~45000.00~~
CON TX	~~165.00~~
MOR TX	49.45
PRFEE	1.00
WDEED	12.00
TOTAL	227.45
CHECK	227.45

07/06/89 01 12:56 0001 2665

47156

IDENTIFICATION REFERENCE

JUL 6 12 53 PM '89

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY

No. 226379