THE MAXIMUM INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $20,000.00

INSTALLMENT DEED

8885 07/26 0101 03CHECK 129.70

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
John Alston McPeak	SAME	Map 101
(NAME)	(NAME)	
990 Davidson Drive		Parcel 113
(ADDRESS)	(ADDRESS)	
Nashville, Tennessee 37205		FB 8D-09250
(CITY) (STATE) (P.O.ZIP)	(CITY)(STATE)(ZIP)	

FOR AND IN CONSIDERATION OF THE SUM OF THIRTY THOUSAND AND 00/100 DOLLARS ($30,000.00) OF WHICH TEN THOUSAND AND NO/100 ($10,000.00) HAS BEEN PAID BY GRANTEE FOR ALL OF WHICH GRANTOR HEREBY ACKNOWLEDGES AND FOR THE REMAINDER GRANTEE HAS THIS DATE EXECUTED HIS PROMISSORY NOTE IN THE PRINCIPAL AMOUNT OF TWENTY THOUSAND AND NO/100 DOLLARS ($20,000.00) PAYABLE TO GRANTOR, GLADYS HARRISON, SAID AMOUNT TO BE PAID IN SIXTY MONTHLY INSTALLMENTS IN THE AMOUNT OF FOUR HUNDRED FIVE AND 53/100 DOLLARS ($405.53), WHICH INCLUDES INTEREST AT THE RATE OF 8% PER ANNUM. THE FIRST PAYMENT BEING DUE THE _____ DAY OF AUGUST, 1989 AND A LIKE PAYMENT ON THE SAME DAY OF EACH SUCCEEDING MONTH THEREAFTER UNTIL PAID IN FULL. SAID PAYMENTS TO BE APPLIED FIRST TO INTEREST AND THE REMAINDER TO PRINCIPAL. PRIVILEGE IS RESERVED OF PAYING ANY NUMBER OF SAID PAYMENTS OR THIS NOTE MAY BE PAID IN FULL ON ANY PAYING DATE, WITHOUT PENALTY.

I, Gladys Harrison, an unmarried person, hereinafter called the Grantor, have this day bargained and sold, and do hereby transfer and convey unto John Alston McPeak, hereinafter called Grantee his heirs and assigns certain real estate in Davidson County, Tennessee, as follows:

Land in the Eight, formerly the Twelfth, Civil District of Davidson County, Tennessee, and being part of Lot No. 1 on the Plain of the Lands for W.E. Watkins, Deceased, of record in Book 21, Page 98, Register's Office for Davidson County, Tennessee, and described as follows:

Beginning on the southerly margin of River Road at a point 100 feet east of the northeast corner of the property conveyed to George Woodall and wife, Joyce Woodall, by deed from Nell Williams Scott and husband, as shown of record in Book 2435 Page 332, said Register's Office; then southerly 1050 ft.; thence easterly 50 ft.; thence northerly 1050 ft. to the southerly margin of River Road; thence with the same westerly 50 ft. to the beginning.

Being the same property conveyed to Gladys Harrison by Trustee's Deed from Real Security, Inc., Trustee, of record in Book 7853, Page 327 said Register's Office.

Improved Property	5821 River Road	Nashville	Tennessee	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.

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 maximum insurable amount 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 grantors, 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 fifteen 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 fifteen days notice by weekly publications in a newspaper of general circulation, daily or weekly, published in Davidson County, Tennessee, as well as written a notice to John Alston McPeak the same day as the newspaper is notified, 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 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 grantors 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.

Being the same property conveyed to Gladys Harrison by deed from Real Security, Inc., Trustee of record in Book 7853 Page 327 Register's Office for Davidson County, Tennessee.

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 25 day of July, 1989.

Gladys Harrison
GLADYS HARRISON

John McPeak
JOHN McPEAK

[STATE OF TENNESSEE)
[COUNTY OF DAVIDSON) The actual consideration or value whichever is
[greater, for this transfer is: $30,000.00
[Subscribed and sworn to before me this the 25 day of
[July, 1989.
[John McPeak
[Affiant
[My commission expires: January 9, 1991
[(Affix Seal)
[Robert B. Young
[NOTARY PUBLIC

ROBERT B. YOUNG NOTARY PUBLIC DAVIDSON COUNTY, TENN.

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 Gladys Harrison and John Alston McPeak, 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 25 day of July, 1989.

Robert B. Young
NOTARY PUBLIC

ROBERT B. YOUNG NOTARY PUBLIC DAVIDSON COUNTY, TENN.

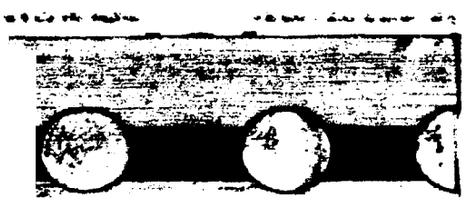
My commission expires: January 9, 1991

5.22 I.I.

IDENTIFICATION

Jul 26 9 53 AM '89

FELIX Z WILSON REGISTER
DAVIDSON COUNTY



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

RECEIVED OF _____

FOR _____

BOOK 7897 PAGE 474

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 30000.00
				MAMT 20000.00
				CON TX 99.00
				MOR TX 20.70
				PRFEE 1.00
				WDEED 9.00
				TOTAL 129.70
				CHECK 129.70
			07/26/89 01	09:55 0001 8885

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

5 2 2 1 1

IDENTIFICATION REFERENCE

Jul 26 9 53 AM '89

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY TN

No. 232510