BOOK 91 AUG 90

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

FROM

EARL C. SHACKLETT CONTRACTORS, INC.

TO

RODGER POTTER AND WIFE, DENEAN POTTER

For draftsman's use

This instrument prepared by
Nella Schneider Hunt, Attorney
Attorneys Title Company, Inc.
222 Third Ave. North
Nashville, TN 37201

40E1 06/08 0161 03CHECK 86.45

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
RODGER POTTER (NAME)	RODGER POTTER (NAME)	82-7-22
1518 East Stewart Lane (STREET ADDRESS OR ROUTE NUMBER)	1518 East Stewart Lane (STREET ADDRESS)	
Nashville, tn 37218 (CITY) (STATE) (P. O. ZIP)	Nashville, TN 37218 (CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

5 6 3 7 0

IDENTIF. REFERENCE

AUG 9 1 15 PM '89

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY TN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 18,500.00 Denean Potter
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 8th DAY OF August 19 89.

Jo Anna Smith
Notary Public

MY COMMISSION EXPIRES: March 11, 1991

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Eighteen Thousand Five Hundred and No/100---------
($18,500.00)---------- DOLLARS

of which $ 500.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed their one note of even date herewith in the original principal amount of $18,000.00, payable to the order of Earl C. Shacklett Contractors, Inc., in Three (3) Installments of $6,000.00 each, the first of which is due and payable on the 4th day of December, 1989, and thereafter a like sum on the 4th day of April, 1990, and the last installment becoming due and payable on the 4th day of August, 1990. The note is Non-Interest bearing.

MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $18,000.00

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

EARL C. SHACKLETT CONTRACTORS, INC.

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

RODGER POTTER AND WIFE, DENEAN POTTER

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 2 on the Plan of Shields, Davis, Sharpe and Horn's Addition to East Nashville, as of record in Book 57, page 86, Register's Office for said County.

Said Lot No. 2 fronts 50 feet on the westerly side of North Second, formerly Harris Street, and runs back between parallel lines, with the northerly margin of Hancock, formerly Center Street, 143 feet to an alley.

Being the same property conveyed to Earl C. Shacklett Contractors, Inc., a Tennessee Corporation, by deed from Ottie Craycraft d/b/a Metrocenter Maintenance Company, of record in Book 7590, page 457, Register's Office for Davidson County, Tennessee.

This is unimproved ( ) improved (X) property, known as 800 North Second Street (House Number) (Street) Nashville, TN (P. O. Address) (City or Town) (Postal Zone)

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 that the same is unencumbered.

We further covenant and bind ourselves, our heirs and represenatives, 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 Phillip Saindon 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 $ 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 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, 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 8th day of August 19 89

Rodger Potter
RODGER POTTER

Denean Potter
DENEAN POTTER

EARL C. SHACKLETT CONTRACTORS, INC.

By: Earl Shacklett Jr.
Earl C. Shacklett, Jr., President
Vice

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 Rodger Potter and wife, Denean Potter the bargainors, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that their executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville Tennessee, this 8th day of August, 19 89.

Notary Public

Commission expires March 16, 1991

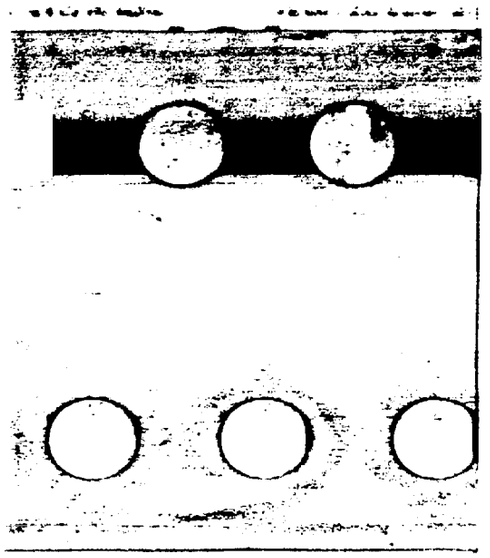
STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

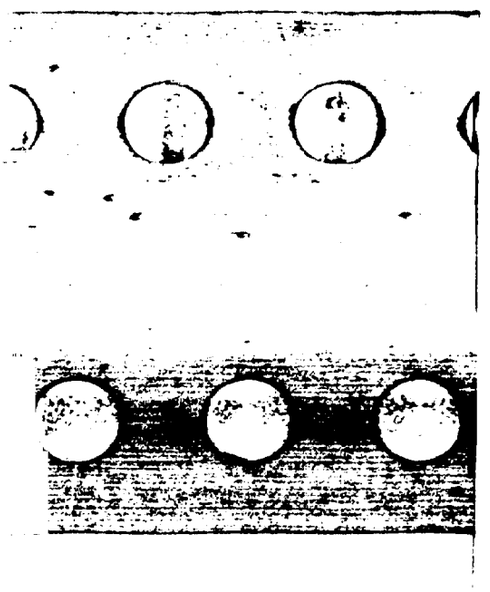
Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Earl C. Shacklett, Jr. with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Vice President of the Earl C. Shacklett Contractors, Inc., the within named bargainor, a corporation, and that he as such Vice President being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself Vice President

Witness my hand and seal, at office in Nashville, Tennessee this 8th day of August, 19 89.

Notary Public

Commission expires March 16, 1991





OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 7910 PAGE 940

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	18500.00
MAMT	18000.00
CON TX	61.05
MOR TX	18.40
PRFEE	1.00
MISC	6.00
TOTAL	86.45
CHECK	86.45

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

08/09/89 01 13:17 0001 4021

56370

IDENTIF. REFERENCE

AUG 9 1 15 PM '89

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY TN.

No. 237315