FILE BOX 9

INSTALLMENT DEED

For and in Consideration of the sum of EIGHTEEN THOUSAND FIVE HUNDRED AND NO/100--------

----------Dollars,

of which ONE THOUSAND SIX HUNDRED AND NO/100----------Dollars,

has been paid in cash by Cynthia Hewlett Kinnard

the receipt of which is hereby acknowledged, and for the remainder SIXTEEN THOUSAND NINE

HUNDRED AND NO/100----------Dollars,

the said Cynthia Hewlett Kinnard has

executed one note of even date herewith herein Cynthia Hewlett Kinnard promises to pay to Wolfgang Sauermann, the principal sum of $16,900.00 together with interest on the unpaid principal balance thereof at the rate of 10.50% per annum in 60 consecutive monthly installments, on the first day of each month and beginning on September 1, 1989, the first 59 installments being in the amount of $154.59, each, and the final installment on August 1, 1994, being in the amount of $16,527.72.

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The Due On Sale Clause appearing on the second page hereof is hereby incorporated herein by this reference thereto.

all of said notes bearing six per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained

on the land herein conveyed, The Cumberland Group, a partnership

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

Cynthia Hewlett Kinnard heirs and assigns,

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

LAND in Davidson County, Tennessee, being the westerly 43 feet of Lot No. 55 on the plan of Hynes Addition to Nashville, of record in Minute Book B, page 85, Chancery Court for said County and in Book 1, page 21, Register's Office for said County.

SAID part of Lot No. 55 fronts 43 feet on the southerly side of Hynes Street and runs back between lines, with the easterly margin of 15th Avenue North, formerly Carol and Stonewall Street, 132 feet to the northerly margin of an alley.

BEING the same property conveyed to The Cumberland Group, a Partnership composed of Wolfgang Sauermann, Grady Hensley and Hilton Wickham, by deed from Theodore R. Ensley, Jr. and Terry Henderson, of record in Book 6471, page 858, Register's Office for Davidson County, Tennessee.

THIS conveyance is made subject to property taxes for 1989 for which Grantee(s) will be responsible.

"Maximum Principal Indebtedness for Tennessee Recording Tax Purpose is $ 16,900.00 "

This is unimproved (X) improved ( ) property, known as 1415 Hynes Street, Nashville, Tennessee 37203
(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 Cynthia Hewlett Kinnard, her heirs and assigns forever. It covenants that it is lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

It further covenants and binds itself, its heirs and representatives, to warrant and forever defend the title to said real estate to said Cynthia Hewlett Kinnard, 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 in hand paid, I, the said Cynthia Hewlett Kinnard

do hereby transfer and convey unto John V. Adams, 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 Cynthia Hewlett Kinnard

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 $ Not Applicable 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 interst 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 Cynthia Hewlett Kinnard 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; 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, 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. 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 Cynthia Hewlett Kinnard 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 John V. Adams, 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 Cynthia Hewlett Kinnard and N/A hereunto set our hands at Nashville, Tennessee, this the 10th day of August 19 89

The Cumberland Group

By: Wolfgang Bauermann

Wolfgang Bauermann, Partner

Cynthia Hewlett Kinnard

Cynthia Hewlett Kinnard

STATE OF TENNESSEE
Davidson County

Personally appeared before me, John V. Adams, a Notary Public in and for said County and State, the within named Cynthia Hewlett Kinnard

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

Witness my hand and official seal at Nashville Tennessee, this 10th day of August, 19 89

Commission Expires 7-13-91

John V. Adams, Notary Public

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

STATE OF _____

_____ **County.**

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

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

Witness my hand and official seal at _____ this _____ day of _____, 19____

_____, Notary Public.

Commission Expires _____

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 7913 PAGE 97

Before me, John V. Adams, a Notary Public of the State and County aforesaid, personally appeared Wolfgang Sauermann, with whom I personally acquainted, and who, upon oath, acknowledged himself self to be a partner of the Cumberland Group, the within named bargainor, a ~~corporation~~ partnership and that he as such partner, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the ~~corporation~~ partnership by him self as partner.

Witness my hand and seal, at office in Nashville, Tennessee, this 10th day of August, 19 89.

John V. Adams Notary Public

Commission expires 7-13-91

(over for additional acknowledgements)

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Due On Sale Clause

The transfer of any interest in said property, including by not limited to any interest which confers the right to occupy said property, [except for: (1) liens and/or mortgage financing junior to the lien hereof, the enforcement thereof NOT being exempted herefrom, (2) transfers arising by reasong of death and/or divorce, (3) transfers by and between Borrowers, if applicable, (4) transfers for the purpose of creating an estate by the entireties and (5) leases having a term of one year or less which do not contain an option to purchase] without the express written consent of the holder (Holder) of the note referenced herein will constitute default hereunder. Holder shall have the right (a) to withhold such consent for any or no reason and (b) to require a change in the loan terms, including but not limited to the interest rate, as a condition for granting such consent.

INSTALLMENT DEED

FROM
The Cumberland Group

TO
Cynthia Hewlett Kinnard

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY TN.

AUG 11 1 43 PM '89

IDENTIF. REFERENCE

57142

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Cynthia Hewlett Kinnard (NAME)	NEW OWNER (NAME)	MAP 92-8
1501 Sweetbriar Avenue (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	PARCEL 348
Nashville, TN 37212 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	FB# 9W 2240

THIS INSTRUMENT WAS PREPARED BY
John V. Adams, Attorney
3813 Cleghorn Aenue
Nashville, TN 37215

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 18,500.00

Cynthia H. Kinnard
Affiant

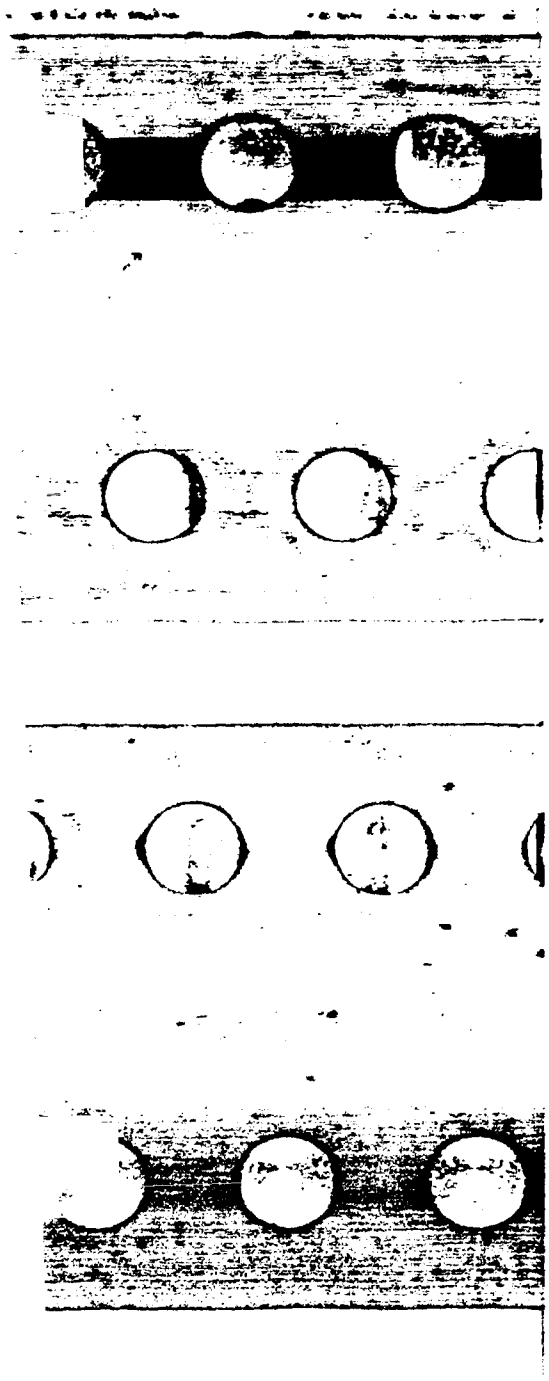
SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 10th DAY OF August 19 89.

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Notary Public

MY COMMISSION EXPIRES: 7-13-91

(AFFIX SEAL)



OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 7913 PAGE 98

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 16900.00
CON TX 61.05
MOR TX 17.13
PRFEE 1.00
WDEED 12.00
TOTAL ~~91.18~~
CHECK ~~91.18~~

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

08/11/89 01 13:45 0001 4968

57142

IDENTIF. T REFERENCE

AUG 11 1 43 PM '89

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY TN.

No. 238251