This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-

FROM
Stan Allen, et. al.

TO
David A. Barnette

For draftsman's use
Stephen Crofford
Attorney At Law
Third Floor
207-34d Ave. North
Nashville, TN 37201
(615) 244-2445

BOOK 7919 PAGE 474

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
David A. Barnette (NAME)	SAME (NAME)	074-12-0
4012 DODSON CHAPEL (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	20
NASHVILLE, TN. (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

5947.8. IDENTIFICATION REFERENCE

AUG 21 12 52 PM '89

KEITH Z. WELCH REGISTER DAVIDSON COUNTY, TN

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$53,000.00 Stan Allen
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 2nd DAY OF August 19 89

Denise Clifton
Notary Public

MY COMMISSION EXPIRES: 5-20-91

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Fifty-Three Thousand and NO/100---------- ($53,000.00)-- DOLLARS

of which $ 3,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees has executed his Installment Deed Note of even date in the amount of $50,000.00 payable to Grantors as provided in said Note.

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $50,000.00"

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, Stan Allen and wife, Betty Sue Allen, and First Homes Group, a Tennessee partnership composed of Stan Allen and Betty Sue Allen hereinafter called the Grantors, have this day bargained and sold, and do hereby transfer and convey unto David A. Barnette,

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

Land in Davidson County, Tennessee, being Lot #613 on the plan of Hermitage Hills, Section 6, as of record in Book 3300, page 10, Register's Office, Davidson County, Tennessee.

Said Lot 613 fronts 80.0 feet or the northerly margin of Bonnawood Drive, and runs back between lines, measuring 152 feet on the easterly side and 156.5 feet on the westerly line to a dead line in the rear, on which it measures 80.2 feet thereon. Being the same property conveyed by Citizen's Savings Bank and Trust Company to William L. Garrett and Stan Allen by deed of record in Book 6561, page 362, Register's Office, Davidson County, Tennessee, the said William L. Garrett having conveyed his interest in said property to First Homes Group, a partnership, by deed of record in Book 7896, page 571, Register's Office, Davidson County, Tennessee.

This is (unimproved ( ) improved (X)) property, known as 412 Bonnawood Dr., Hermitage, TN
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

7655 08/21 0101 CKCHECK 237.10

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 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 Ben 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 grantors herein do hereby transfer and convey unto Stan Allen, Trustee 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 grantors 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 $ 53,000.00 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 if it 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 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 Ben 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 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 Ben 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 2nd day of August 1989.

Stan Allen
STAN ALLEN

Betty Sue Allen
BETTY SUE ALLEN

FIRST HOMES GROUP, A TN Partnership
by: Stan Allen
STAN ALLEN, 50% Partner
by: Betty Sue Allen
BETTY SUE ALLEN, 50% Partner

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

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Personally appeared before me Denise Clifton, a Notary Public in and for said County and State, the within named Stan Allen and Betty Sue 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 purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 2nd day of August, 1989.

Denise Clifton Notary Public

Commission expires 5-20-92

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Denise Clifton, a Notary Public of the State and County aforesaid, personally appeared Stan Allen and Betty Sue Allen with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themself to be all partners of the First Homes Group, a Tennessee partnership, the within named bargainor, a ~~corporation~~ Tennessee partnership, and that he as such partners, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by them self as all the partners

Witness my hand and seal, at office in Nashville, this 2nd day of August, 1989.

Denise Clifton Notary Public

Commission expires 5-20-92

*except for 1st mortgage to Citizen's Savings & Loan Association, which Grantors agree to promptly pay until the Installment Deed Note herein is paid, at which time said 1st mortgage shall be paid in full.

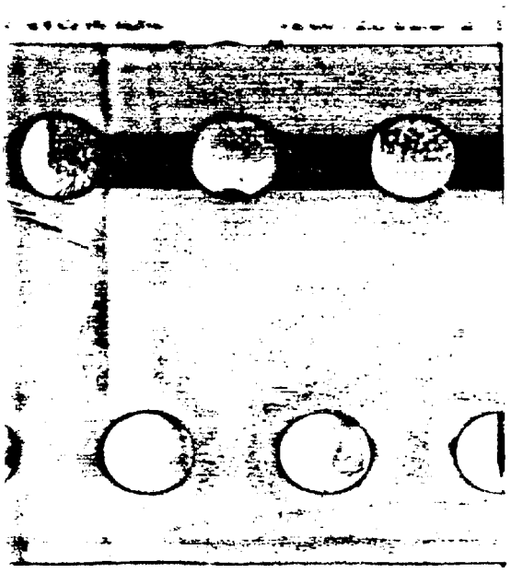
STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

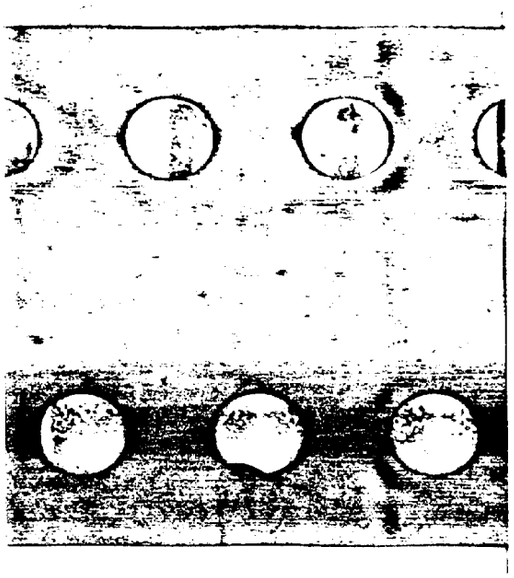
Personally appeared before me, Charmaine Jenkins, a Notary Public in and for said County and State, the within named David A. Barnette, the bargainor, with whom I am personally acquainted, who acknowledged that he executed the within instrument for the purposes therein contained. Witness my hand and official seal at Nashville, Tennessee, this 4th day of August, 1989.

Charmaine Jenkins
NOTARY PUBLIC

My Commission Expires: 11-12-90

RECORDER'S MEMO: Legibility of writing, typing or printing unsatisfactory in this document when received.





OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 7919 PAGE 476

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~~	~~53000.00~~
~~MAMT~~	~~50000.00~~
CON TX	174.90
MOR TX	55.20
PRFEE	1.00
WDEED	6.00
TOTAL	237.10
CHECK	237.10

08/21/89 01 12:53 0001 7655

59478.

IDENTIFI REFERENCE

AUG 21 12 52 PM '89

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 240905