PREPARED BY:
Hunter Short, Attorney
323 Union Street
Nashville, TN 37201
615/255-7496

INSTALLMENT DEED

FROM: Grady Proctor and wife Margaret Proctor

TO: Johnny Edward Burns and W. Channing Burns

New Owner	Send Tax Bills to	Map & Parcel No.
Johnny Edward Burns and W. Channing Burns 4700 Bull Run Rd. Ashland City, Tn 37015	-same-	Map 46 Parcels No. 97 & 19

FOR AND IN CONSIDERATION OF the sum of ONE HUNDRED TEN THOUSAND and no/100 DOLLARS ($110,000) of which -0- 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 given their note of even date in the amount of One Hundred Ten Thousand ($110,000) Dollars, payable to grantors as therein set out; reference is here made to said Note for the terms and conditions thereof; 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.

We, GRADY PROCTOR and wife, MARGARET PROCTOR, hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convvey unto JOHNNY EDWARD BURNS and W. CHANNING BURNS, each for life with the remainder in the survivor of them, herein after called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

> LAND in Davidson County, Tennessee, being Lot 1&2 of the Proctor Subdivision, Bull Run Road as of record in Book 6200, Page 811, Register's Office for Davidson County, Tennessee; reference is here made to said recorded plot for a complete description thereof.
>
> Being the same property conveyed to Grady Proctor, by deed of record in Book 7585, page 285, Register's Office for Davidson County, Tennessee.
>
> The maximum principal indebtedness for Tennessee recording tax purposes is $110,000.
>
> The subject property is conveyed by grantors and accepted by grantees in an "as is" condition.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interet 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 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, the said grantees herein, do hereby transfer and convey unto HUNTER SHORT, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. 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 $ 75,000.00 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 their interest may appear. The grantees 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 said grantees 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 herein, the same to bear interest from the date of such payment. Now, if 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 the grantees fail to pay any one of said notes or part thereof promptly at maturity or if, failing to pay taxes, keep up repairs or deep said premises insured as herein provided; 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 30 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 without notice, and the said trustee, or his successor in trust, is hereby authorized and empowered, upon giving 20 days' notice by 3 publications in anynewspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the front door of the Courthouse in said county to the highest bidder for cash, at public outcry, free from the equity of redemption, statutory right to redeem property as provided in T.C.A. 66-8-101, 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. The grantees 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. The grantees 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:

First: 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.

Second: To the payment of all taxes which may be unpaid on said premises.

Third: To the payment of all unpaid notes herein secured, and any and all sums expended int he protection of said property, as herein authorized.

Fourth: 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 on this the 13th day of September, 1989.

GRANTORS

GRADY PROCTOR

MARGARET PROCTOR

GRANTEES

JOHN EDWARD BURNS

W. CHANNING BURNS

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, GRADY PROCTOR, MARGARET PROCTOR, JOHNNY EDWARD BURNS, and W. CHANNING BURNS, the within named bargainors, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and seal on this the 13th day of September, 1989.

Notary Public

My Commission Expires: 7/18/92

STATE OF TENNESSEE

COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $110,000.00.

Affiant

Sworn to and subscribed before me on this the 13th day of September, 1989.

Notary Public

My Commission Expires: 7/18/92

6591 8

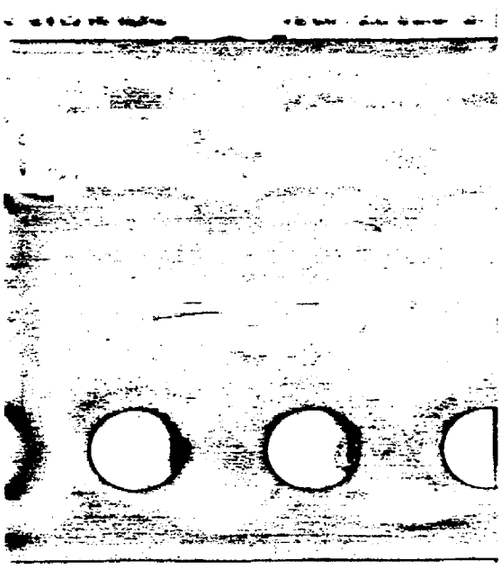
IDENTIFICATION REFERENCE

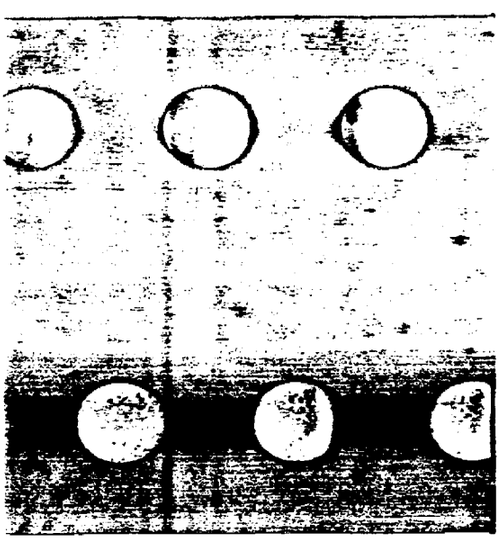
SEP 14 2 08 PM '89

DAVIDSON COUNTY, TN

-3-

4442 09/14 0101 03CHECK 497.20





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

RECEIVED OF _____

FOR _____

BOOK 7937 PAGE 823

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 110000.00
MAMT 110000.00
CON TX 363.00
MOR TX 124.20
PRFEE 1.00
WDEED 9.00
TOTAL 497.20
CHECK 497.20

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

09/14/89 01 14:09 0001 4442

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

SEP 14 2 08 PM '89

IDENTIFI REFERENCE

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No. 248435