INSTALLMENT DEED

For and in Consideration of the sum of $75,000.00

Seventy Five Thousand and 00/100 ($75,000.00) Dollars,

of which Forty Five Thousand and 00/100 ($45,000.00) Dollars,

has been paid in cash by Jay Dawson

the receipt of which is hereby acknowledged, and for the remainder of $30,000.00

Thirty Thousand and 00/100 ($30,000.00) Dollars,

the said Jay Dawson has

executed an Installment Deed Note in the principal sum of Thirty Thousand and 00/100 ($30,000.00) Dollars, payable to Thelma Trowbridge Brooks in 180 monthly installments as follows: Beginning on the 1st day of November, 1989, the sum of $322.38 and thereafter a like amount on the 1st day of each suceeding month until the amount of both principal and interest are paid in full. Said monthly installments are to be applied first to interest at the rate of 10% per annum, with the balance of each monthly installment after the payment of interest to be applied to the principal amount.

and to secure the payment of the debt hereinabove set out together with all charges and claims made and provided in the said instrument or note evidencing the debt, reference to which is here made, a lien is expressly retained on the land herein conveyed,

I, Thelma Trowbridge Brooks, a single person

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

Jay Dawson, his heirs and assigns,

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

Being Lot No. 5 of Block 4 on the Plan of A. J. McGaughey's Haysboro Subdivision, as of record in Book 547, pages 15 and 16, Registers Office for said County.

Said Lot No. 5 fronts 100 feet on the westerly side of Haysboro Drive and extends back between parallel lines, 292 feet on the northerly line and 294 feet on the southerly line to the easterly margin of a 40 foot unnamed street, measuring 100 feet thereon.

Being property conveyed to Thelma Trowbride Brooks, a single person, by deed from C. P. Trowbridge and wife, Catherine S. Trowbridge, of record in Book 3499, page 557, Register's Office for Davidson County, Tennessee.

PUSH

ELVIA Z. WILLIAMS, REGISTER
DAVIDSON COUNTY, TN

SEP 29 2 41 PM '89

IDENTIFICATION REFERENCE

7027.3

This is unimproved ( ) improved (X) property, known as 4420 Brush Hill Rd. Nashville, Tn. 37216
(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 Jay Dawson heirs and assigns forever. I covenant that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

I further covenant and bind my heirs and representatives, to warrant and forever defend the title to said real estate to said Jay Dawson his 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 me in hand paid, I, the said Jay Dawson

do hereby transfer and convey unto John J. Duncan, 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 Jay Dawson 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 the 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.

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 Jay Dawson 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; If 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, 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 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 Jay Dawson, his 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 J. Duncan, 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 Thelma Trowbridge Brooks and Jay Dawson hereunto set our hands at Nashville, Tennessee, this the day of 19

Thelma Trowbridge Brooks

Jay Dawson

STATE OF TENNESSEE

DAVIDSON **County**

Personally appeared before me, Paul G. Blankenship, a Notary Public in and for said County and State, the within named Thelma Trowbridge Brooks and Jay Dawson

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 purpose therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 29th day of September, 1989

Paul G Blankenship, Notary Public.

Commission Expires May 20, 1992

STATE OF TENNESSEE

_____ **County.**

Before me, _____, a Notary Public in and for the State and County aforesaid, personally appeared _____

with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the _____ of the _____, a corporation, and that he as such _____, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as _____

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

_____, Notary Public.

Commission Expires _____

STATE OF TENNESSEE
COUNTY OF _____

Before me, _____, a Notary Public in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a partner of _____, the within named bargainor, a partnership and that he as such partner, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by himself as a partner.

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

_____, Notary Public.

Commission Expires _____

[illegible] 09/29/0101 03CHECK 292.70

INSTALLMENT DEED

FROM

TO

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Jay Dawson (NAME)	Jay Dawson (NAME)	Map 51-16
4421 Brush Hill Rd. (STREET ADDRESS OR ROUTE NUMBER)	4421 Brush Hill Rd. (STREET ADDRESS)	Parcel 18
Nashville, Tn. 37216 (CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee 37216 (CITY) (STATE) (ZIP)	15DZ 27255

THIS INSTRUMENT WAS PREPARED BY

Paul G. Blankenship
Attorney at Law
107 Point East Drive
Nashville, Tn. 37216

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 75,000.00

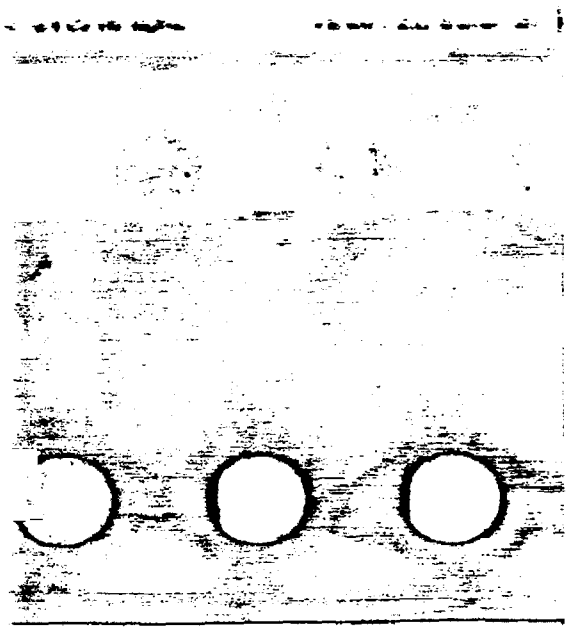
Affiant

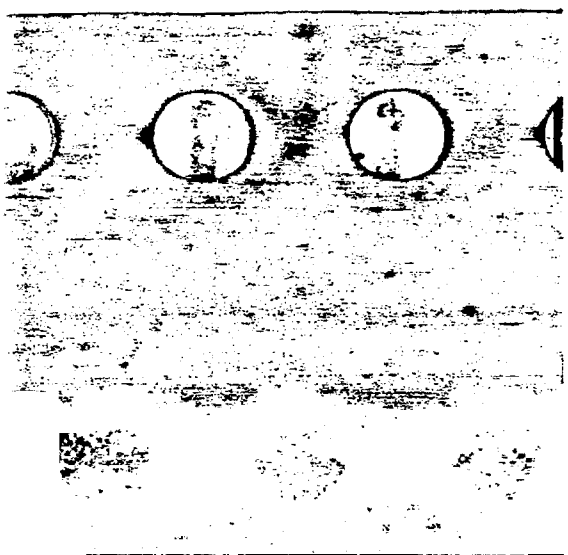
SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 29th DAY OF September, 1989.

Paul G. Blankenship
Notary Public

MY COMMISSION EXPIRES: 5/20/92

(AFFIX SEAL)





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

RECEIVED OF _____

FOR _____

BOOK 7949 PAGE 548

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	
				575000.00
			MAMT	30000.00
			CON TX	247.50
			MOR TX	32.20
			PRFEE	1.00
			WDEED	12.00
			TOTAL	292.70
			CHECK	292.70

09/29/89 01 14:41 0001 9635

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

7.02.7.3

IDENTIFICATION REFERENCE

SEP 29 2 41 PM '89

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 253568