INSTALLMENT DEED

For and in Consideration of the sum of One Hundred and Ten Thousand ($110,000) Dollars,

of which Ten Thousand ($10,000) Dollars,

has been paid in cash by Walter Drew Patterson

the receipt of which is hereby acknowledged, and for the remainder of One Hundred Thousand ($100,000) Dollars,

the said Walter Drew Patterson has

given his promissory note in the original principal sum of One Hundred Thousand Dollars ($100,000) which note provides for monthly installments to be amortized with interest over a term of thirty (30) years but which note is due and payable at the end of five (5) years.

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $100,000.00"

and
~~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,

Dean Ries Trathen and Daniel Kington Trathen

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

Walter Drew Patterson, his heirs and assigns,

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

BEING Lot No. 150 on the Plan of Section I, Warner Park Valley, of record in Book 3600, pages 12, 13 and 14, Register's Office for said County, described as follows:

BEGINNING at a point in the west margin of Neuhoff Lane, at the corner of Lots 150 and 151; thence with the line between said lots, westerly 150 feet to a corner of Lots No. 149; thence with the line between Lots Nos. 149 and 150; northerly 125 feet to the southerly margin of Percy Drive; thence with the margin of the same, easterly 125 feet to the beginning of a curve to the right having a radius of 25 feet; thence around said curve, southeasterly 39.3 feet to the west margin of Neuhoff Lane; thence with the margin of the same, southerly 100 feet to the point of beginning.

BEING the same property conveyed to Dean Ries Trathen, Daniel Kington Trathen and Marie M. Trathen by Deed from Harley Ellsworth Erb III and wife Frances E. Erb of record in Bank 4969, page 977, Registers Office for said County. The aforesaid Marie M. Trathen died on February 21, 1987 leaving Dean Ries Trathen and Daniel K. Trathen as her only heirs at law.

Valerie Lynne Potts Trathen, wife of Daniel Kington Trathen, joins in this conveyance for purposes of transferring and releasing any right or claim arising from her homestead or marital interest in the aforesaid premises.

This is unimproved ( ) improved (X) property, known as 6335 Percy Drive (House Number) (Street) Nashville, TN 37205 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 Walter Drew Patterson, his heirs and assigns forever and covenant that they 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.

They further covenant and bind their heirs and representatives, to warrant and forever defend the title to said real estate to said Walter Drew Patterson 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 him in hand paid, by them, the said Walter Drew Patterson, his heirs and assigns

do hereby transfer and convey unto Stephen M. Miller, 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 Walter Drew Patterson 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 Walter Drew Patterson 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 Walter Drew Patterson 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 Stephen M. Miller, 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 Walter Drew Patterson and Dean Ries Trathen and Daniel Kington Trathen hereunto set our hands at Nashville, Tennessee, this the 1st day of December 1989

× Walter Drew Patterson
× Dean Ries Trathen
× Daniel Kington Trathen
× Valerie L Trathen

STATE OF TENNESSEE

Davidson **County**

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named Dean Ries Trathen, Daniel Kington Trathen and Walter Drew Patterson, Valerie L. Trathen, 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 1st day of December, 1989

Deborah Cate, Notary Public

Commission Expires My Commission Expires Nov. 10, 1991

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 _____

BOOK 7996 PAGE 755

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 _____

86404

IDENTIF. REFERENCE

Dec 1 2 58 PM '89

FELIX Z. [illegible] CLERK
DAVIDSON COUNTY, TN.

INSTALLMENT DEED

FROM
Dean Ries Trathen and
Daniel Kington Trathen

TO
Walter Drew Patterson

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

1096 12/01 0101 03CHECK 488.70

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Walter Drew Patterson (NAME)	same (NAME)	129-11-59
6335 Percy Drive (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, TN 37205 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

Benson & Siman
1207 17th Ave. S. 3rd floor
Nashville, TN 37212

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $10,000.00

Walter Drew Patterson
Affiant

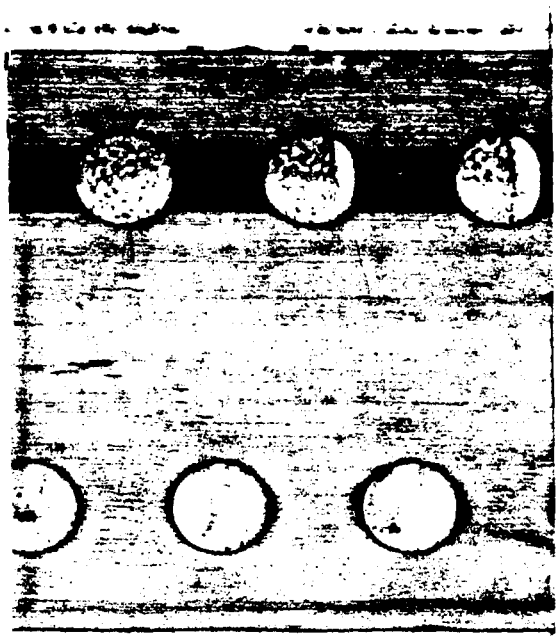
SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 1st DAY OF December 1989.

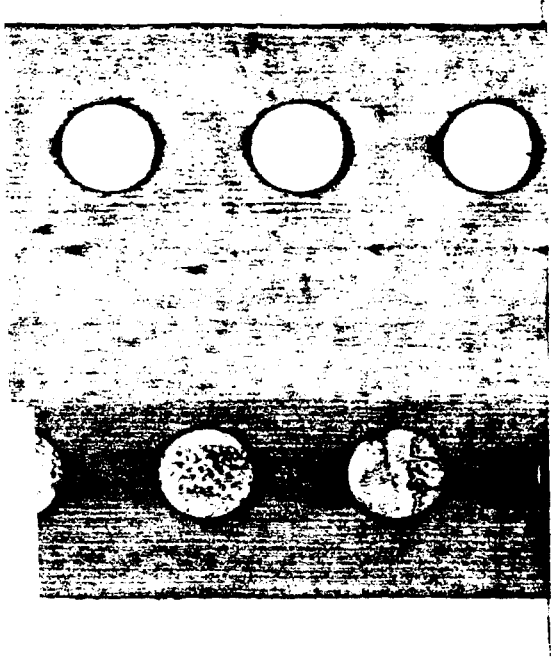
Deborah Carlen
Notary Public

MY COMMISSION EXPIRES: My Commission Expires Nov 19, 1991

(AFFIX SEAL)

J:





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

RECEIVED OF _____

FOR _____

BOOK 7996 PAGE 756

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 100000.00
				CON TX 363.00
				MOR TX 112.70
				PRFEE 1.00
				WDEED 12.00
				TOTAL 488.70
				CHECK 488.70

12/01/89 01 14:56 0001 1096

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

86404

IDENTIF. REFERENCE

Dec 1 2 58 PM '89

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY TN.

No. 272312