THIS INSTRUMENT PREPARED BY JERRY W. HAMLIN, ATTORNEY AT LAW

THE MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSE IS $58,900.00

INSTALLMENT DEED

BOOK 8083 PAGE 973

NAME & ADDRESS OF NEW OWNER	SEND TAX BILL TO	MAP & PARCEL
Nancy K. Hobdy and husband James W. Hobdy 2909-B Lakeland Drive Nashville, TN. 37214	same	3DZ-59566 96-14 47

FOR AND IN CONSIDERATION of the sum of Sixty Thousand Dollars, of which One Thousand One Hundred Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder of Fifty Eight Thousand Nine Hundred Dollars, Nancy K. Hobdy and husband, James W. Hobdy have executed their joint promissary note, payable to Louis H. Moseley and wife, Billie M. Moseley. Said note bears interest at the rate of 6% and shall be made payable in 360 equal consecutive monthly installments of $383.11 (including principle and interest) with the first installment being due April 21, 1989 and each month thereafter on the same day until the entire remaining principal balance has been paid.
Said note provides for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed,

Louis H. Moseley and wife, Billie M. Moseley have this day bargained and sold, and do hereby transfer and convey unto the said Nancy K. Hobdy and husband, James W. Hobdy certain real estate in Davidson County, Tennessee, as follows:

LAND in Davidson County, Tennessee, being Lot No. 73 on the Plan of Twin Lakes Subdivision, of record in Book 2331, page 9, of the Register's Office for said County to which plan reference is hereby made for a more complete and detailed description of said lot.

BEING the same property conveyed to Louis H. Moseley and wife, Billie M. Moseley by deed of record in Book 6898, page 424, Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Nancy K. Hobdy and wife, James W. Hobdy, 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 our heirs and representatives, to warrant and forever defend the title to said real estate to the said Nancy K. Hobdy and husband, James W. Hobdy, 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 paid, Nancy K. Hobdy and husband, James W.

Hobdy, the said GRANTEES do hereby transfer and convey unto ,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 Nancy K. Hobdy and husband, James W. Hobdy, do hereby agree to keep all building now on, or to be hereafter erected on said property, insured in some reliable fire insurance company or companies for at least the principal amount due on our note 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 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 Nancy K. Hobdy and husband, James W. Hobdy, 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, or payments, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; we 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. 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 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 our 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 if more than one 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 Jerry W. Hamlin, 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 Nancy K. Hobdy and James W. Hobdy and Louis Moseley and Billie M. Moseley have hereunto set our hands at Ashland City, Tennessee, this the 21st day of March, 1989.

Louis H Moseley — Nancy K. Hobdy

Billie M. Moseley — James W. Hobdy

STATE OF TENNESSEE)
COUNTY OF CHEATHAM) The actual consideration or value whichever is greater, for this transfer is $60,000.00.

Subscribed and sworn to before me, this the 21st day of March, 1989.

Affiant

My commission expires: 2-4-93

Notary Public

STATE OF TENNESSEE)
COUNTY OF CHEATHAM)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Nancy K. Hobdy and husband, James W. Hobdy, and Louis H. Moseley and wife, Billie M. Moseley the within named bargainors, with whom I am personally acquainted, and who acknowledged that they have executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Ashland City, Tennessee, this 21st day of March, 1989.

Notary Public

Commission expires: 2-4-93

Installment Deed Note NOTE
"DEED OF TRUST" OR "INSTALLMENT DEED"

$ 58,900.00 This 21st day of March 19 89 at _____, Tennessee

For value received we promise to pay to the order of Louis H. Mosley and wife, Billie M. the principal sum of Fifty eight thousand nine Hundred _____ Dollars ($ 58,900.00), in installments as follows: On the 21st day of April, 19 89 the sum of Three hundred and eighty three & 11/100 Dollars ($ 383.11), and thereafter shall be made in 360 consecutive equal monthly installments on the same day of each month until the entire remaining principle balance has been paid.

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All installments of both principal and interest due on this note are payable at par in lawful money of the United States of America at a place designated by the holder.

This note is secured by a n Installment Deed deed of even date recorded in the Register's Office of Davidson County, Tennessee, made by Louis H. Moseley and wife, Billie M. to Nancy K. Hobdy and husband James W. Hobdy

in said county.

Privilege is reserved of paying any number of said payments or this note may be paid in full on any paying date, without penalty.

Demand, notice and protest are expressly waived and if not paid in full at the time and in the manner above specified, then all principal and accrued interest shall, at the option of the legal holder hereof, become at once due and payable without notice and in the event of such default, I will pay all expenses and costs, including reasonable attorney's fees, incident to collection.

Nancy K. Hobdy

James W Hobdy

THIS FORM FURNISHED BY TICOR TITLE INSURANCE COMPANY

17315

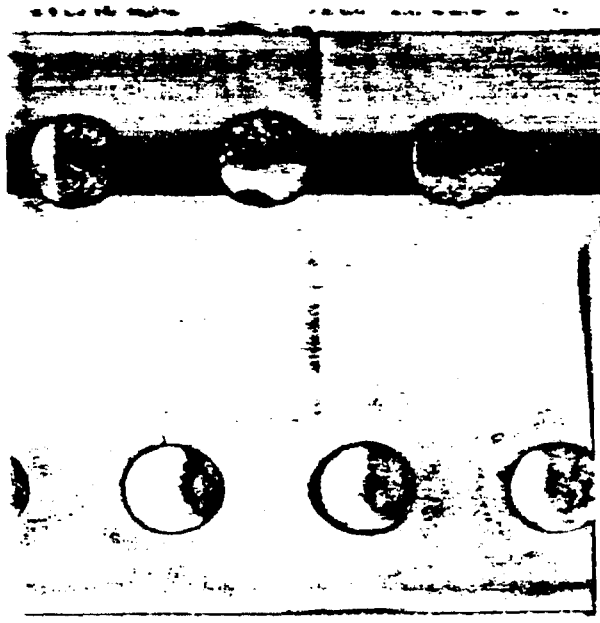
IDENTIF. REFERENCE

APR 9 10 19 AM '90

DAVIDSON COUNTY TN.

RUSK

9336 04/09 0101 03CHECK 276.43



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

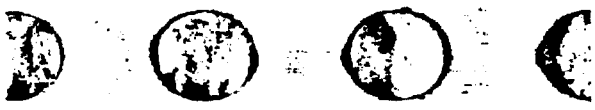
RECEIVED OF _____

FOR _____

BOOK 8083 PAGE 977

CO - CONVEYANCE
MO - MORTGAGE
WD - WARRANTY DEED
TD - TRUST DEED
CC - CERTIFIED COPY
REL - RELEASE
UCC - UNIFORM COMMERCIAL CODE
MISC - MISCELLANEOUS
CO TX - STATE TAX CONVEY
MO TX - STATE TAX MORT
PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
				CAMT 60000.00
				MAMT 58900.00
				CON TX 198.00
				MOR TX 65.43
				PRFEE 1.00
				MDEED 12.00
				TOTAL 276.43
				CHECK 276.43
			04/09/90 01	10:18 0001 9336





RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I: 7 3 1 5:

IDENTIF. TREFERENCE

Apr 9 10 19 AM '90

DAVIDSON COUNTY TN.

No. 308470