This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

FROM

JAMES A. CARNEY, Executor of the Estate of Jessie Mai Toney, deceased

TO

DAVID L. GAMBLE, et al, etc.

For draftsman's use

THIS INSTRUMENT PREPARED BY:

JAMES A. CARNEY
Attorney at Law
905 Stahlman Building
Nashville, Tennessee 37201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
David L. Gamble, et al (NAME)	NO MORTGAGE ESCROW (NAME)	Map 41-16
308 Fairbanks Road (STREET ADDRESS OR ROUTE NUMBER)	SEND TAX BILLS TO: (STREET ADDRESS)	Parcel 42
Goodlettsville, TN 37072 (CITY) (STATE) (P.O. ZIP)	SAME (CITY) (STATE) (ZIP)	12D 38590

(FOR REGISTER'S USE)

2.2 7.7.5. IDENTIFICATION REFERENCE APR 30 4 20 PM RECORDED FELIX Z. WILSON II REGISTER DAVIDSON COUNTY, TN

RUSH

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 58,000.00 David L Gamble
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 28Th DAY OF April 1990.

James A Carney
Notary Public

MY COMMISSION EXPIRES: 11-10-91
(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Fifty Eight Thousand ---------- And No/00 ---------- ($58,000.00) ---------- DOLLARS of which $ 8,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed three (3) separate promissory notes payable to the order of (1) Margaret Lucille Ford for $16,666.66, (2) Sue Russell for $16,666.66 and (3) Lisa Laycox Eidson for $16,666.66. Each note bears interest at 10% per annum and each note is payable to each payee at the rate of $160.88 per month commencing on the 1st day of June, 1990, and continuing for a period of forty-seven (47) monthly installments, after which the entire balance on each note will fall due in full on the 1st day of May, 1994, payments include both principal and interest. A late charge of 10% will be charged and paid on any monthly installment due and not paid on each note on or before 10 days after due date, AND a late charge of $2.00 per day on each note after the final lump sum payment becomes due until fully paid, not more than 30 days allowed,

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,

James A. Carney, Executor of the Estate of Jessie Mai Toney, deceased,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto David L. Gamble and Margie M. Gamble, a life estate with the remainder interest in fee simple title absolute to the last remaining survivor of them,

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

Land in Davidson County, Tennessee, being Lot No. 144 on the Plan of Bellshire Estates, Section V, of record in Book 2133, page 114, Register's Office for Davidson County, Tennessee.

Said Lot No. 144 fronts 124 feet on the northerly side of Bellshire Drive and extends back 209.2 feet on the westerly line and 237.2 feet on the easterly line to a dead line measuring 108 feet thereon.

Being the same property conveyed to Charles W. Toney and wife, Jessie Toney, by deed from William H. Faulkner and wife, Charlotte Faulkner, of record in Book 4287, page 453, Register's Office for Davidson County, Tennessee, the said Charles W. Toney having since died, and Jessie Mai Toney having died testate leaving as her only legatees by will, Margaret Lucille Ford, Sue Russell and Lisa Laycox Edison, equal shares in her realty. The probated will of Jessie Mai Toney where in James A. Carney was the named and appointed Executor with power tc sell realty is of record in Book 167 , page 558 , Office of the Probate Clerk for Davidson County, Tennessee.

Jessie Toney and Jessie Mai Toney being one and the same person.

This is unimproved ( ) improved XX property, known as 1128 (House Number) Bellshire Drive (Street) Nashville, TN 37207 (P. O. Address: City or Town) (Postal Zone)

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 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, we the said grantees herein do hereby transfer and convey unto Bob Herrman, 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 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 $ Ins. Int, 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 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 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 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 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 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 this the 28th day of April, 19 90.

James A. Carney, Executor
JAMES A. CARNEY, Executor for the Estate of Jessie Mai Toney, deceased

David L. Gamble
DAVID L. GAMBLE

Margie M. Gamble
MARGIE M. GAMBLE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

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

Personally appeared before me JAMES A CARNEY, a Notary Public in and for said County and State, the within named David L. Gamble and Margie M. Gamble,

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 28th day of April, 1990.

James A Carney Notary Public

Commission expires 11-10-91

JAMES A. CARNEY NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Jane Fleer, a Notary Public of the State and County aforesaid, personally appeared James A. Carney with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him self to be Executor of the Estate of Jessie Mai Toney, deceased, the within named bargainor, and that he as such Executor, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing by him self as such Executor.

Witness my hand and seal, at office in Nashville, this 28th day of April, 1990.

Notary Public

Commission expires 11-10-90

NOTARY PUBLIC STATE OF TENNESSEE AT LARGE

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

RECEIVED OF _____

FOR _____

BOOK 8099 PAGE 95

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 58000.00
				MAMT 50000.00
				CON TX 191.40
				MOR TX 55.20
				PRFEE 1.00
				WDEED 6.00
				TOTAL 253.60
				CHECK 253.60
			04/30/90 01	16:21 0001 5895

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

2.2 7.7.5.

IDENTIFICATION REFERENCE

APR 30 4 20 PM '90

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 314947