INSTALLMENT DEED

Name & Address of New Owner:	Send Tax Bills to:	Tax Map & Parcel
Chuck Ryan P. O. Box 101271 Nashville, TN 37224	Same	Tract 1: 83-9-8 Tract 2: 83-5-223

FOR AND IN CONSIDERATION OF the sum of TWO HUNDRED SIXTY-TWO THOUSAND, SEVEN HUNDRED AND TWO AND .96/100 DOLLARS ($262,702.96) of which THREE THOUSAND AND NO/100 ($3,000.00) DOLLARS, has been paid in cash, the receipt of which is hereby acknowledged and for the remainder TWO HUNDRED FIFTY-NINE THOUSAND, SEVEN HUNDRED AND TWO AND .96/100 ($259,702.96) DOLLARS, CHUCK RYAN has executed an Installment Deed Note dated May 1, 1990, in the original principal amount of $259,702.96, payable to the order of Annie Ruth Russell, together with interest, attorney's fees and costs of collection, all of which are payable as provided in said note, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed, I, ANNIE RUTH RUSSELL, unmarried, have this day bargained and sold, and do hereby transfer and convey unto the said CHUCK RYAN, unmarried, certain real estate in Davidson County, Tennessee (hereinafter the "Property"), as follows:

Two adjacent tracts of real property in Davidson County, Tennessee, described more particularly as follows:

Tract No. 1:

Being Lots 1, 2, 3, 4, and 5 of Block "A" on the Map of Wakefield Smith Subdivision of Lots Nos. 5 and 6 of Beasley's Plan of record in Book 843, page 19, Register's Office of Davidson County, Tennessee.

Lots 1, 2, 3, 4, and 5 front together 102 feet on the easterly side of Gallatin Avenue, as widened, and run back between parallel lines with the northerly margin of Ordway Place, 120 feet to an alley.

Tract No. 2:

Lots Nos. 6, 7, and 8 of Block "A" on the Map of Wakefield Smith Subdivision of Lots Nos. 5 and 6 of Beasley's Plan of record in Book 843, page 19, Register's Office of Davidson County, Tennessee.

Said Lots 6, 7, and 8 front together 60 feet on the easterly side of Gallatin Avenue as widened, and run back between parallel lines, 120 feet to an alley.

The said Tract No. 1 and Tract No. 2 are the same property conveyed to C. W. Russell from George Gillespie Co., Inc. of record in Book 903, page 21, Register's Office of Davidson County, Tennessee, the said C. W. Russell having since died. Said Tracts were devised to Annie Ruth Russell pursuant to the will of C. W. Russell, of record in Will Book 64, page 203, Probate Court Clerk's Office of Davidson County, Tennessee.

TO HAVE AND TO HOLD said Property with the appurtenances, estate, title and interest thereunto belonging, to the said CHUCK RYAN, unmarried, his heirs and assigns forever. I covenant that I am lawfully seized and possessed of said Property in fee simple, have a good right to convey it, and that the same is unencumbered.

I further covenant and bind myself, and my heirs and representatives, to warrant and forever defend the title to said

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $259,702.96."

Property to the said CHUCK RYAN, unmarried, 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 indebtedness, rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said CHUCK RYAN, unmarried (hereinafter referred to as "Buyer"), hereby transfers and conveys unto DARRELL L. WEST, TRUSTEE, his successors and assigns, the Property hereinbefore described, with the appurtenances, estate, title and interest thereunto belonging upon the following uses and trusts:

TO SECURE to the said ANNIE RUTH RUSSELL (hereinafter referred to as "Seller"), her heirs and assigns, the payment of the indebtedness evidenced by the above described Installment Deed Note, plus interest, attorney's fees, and costs of collection payable pursuant to said Installment Deed Note, together with all modifications and extensions of said indebtedness, all renewals thereof, all promissory notes given to evidence all such modifications, extensions or renewals, and all sums advanced in accordance herewith to protect the Seller's security, all of which is from time to time hereinafter referred to as the "Secured Indebtedness." The aforesaid Installment Deed Note evidencing the indebtedness secured hereby shall become due and payable at the option of the holder thereof if the Buyer herein conveys the Property which is the subject of this Installment Deed or if the Buyer's equitable title thereto or interest therein shall be transferred in any manner. The holder thereof may, however, consent in advance and in writing to such transfer; provided, however, such consent shall not release or alter in any manner the liability of Buyer or anyone who has assumed this indebtedness, and further provided that any waiver or consent for one transfer shall not preclude the holder from declaring the note due and payable in the event of any subsequent transfer.

As part of the consideration for the execution of this instrument and for the Secured Indebtedness, the Buyer agrees to keep all buildings now on or hereafter erected on said Property insured by some reliable fire insurance company or companies for the sum of $160,000.00, or at least the maximum insurable value, until the Secured Indebtedness is fully paid, and to have the loss, if any, made payable in the policy, or policies, to the Seller or the lawful owner and holder of the Secured Indebtedness, as his, her, their, or its interest may appear.

Buyer further agrees to pay all taxes and assessments on said property, general or special, and to pay them when due; and, upon demand of said Trustee or the lawful owner and holder of the Secured Indebtedness, to pay, discharge, or remove any and all liens which may be hereafter placed against the Property and which shall adversely affect the lien of this instrument or the enforcement of the terms and provisions hereof; to keep the improvements on said Property in good repair and preservation; to refrain from committing or suffering waste on said Property; and in case the Trustee or his successors or the lawful holder and owner of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce this Installment Deed or the terms hereof, or to defend the title to, or possession of, said Property, or the lien of this instrument, or appear in any court to approve the above indebtedness, all costs and expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and if paid by the Trustee or the lawful holder and owner of said indebtedness, shall bear interest from the date of payment at the maximum rate allowed by law, and shall be and become a part of the indebtedness secured hereby.

Buyer will not remove or demolish, nor alter the design or structural character of, any building now or hereafter erected upon the Property unless Seller, or her heirs and assigns, shall first consent thereto in writing. If Buyer desires to modify, alter, or add to the improvements on the Property, Buyer shall request Seller's approval to Buyer's proposed construction. As part of Buyer's request for Seller's approval, Buyer shall provide Seller proof that Buyer's proposed construction will not decrease the value of the premises. Buyer shall also provide proof that he has sufficient capital or financing in place to complete the proposed construction, and shall secure, as a condition to Seller's consent, assurances of completion of the proposed construction free of liens and other encumbrances; such assurance may be given by posting adequate payment and performance bonds with good and solvent surety, running to the benefit of Seller, her heirs and assigns, as her or their interest may appear. Upon receipt of Buyer's request for approval and the accompanying assurances set forth above, Seller shall grant or deny such approval within seven (7) days of Seller's receipt of such request and assurances; Seller's consent to Buyer's request and assurances shall not be unreasonably withheld. Should Seller not respond to Buyer's request for approval within said seven-day period, Seller shall be deemed to have approved Buyer's proposed construction.

As part of the consideration for the indebtedness evidenced by the Installment Deed Note, and secured by this instrument, Buyer absolutely and unconditionally assigns and transfers to Seller all the rents and revenues of the Property, including those now due, past due, or to become due by virtue of any lease or other agreement for the occupancy or use of all or any part of the Property, regardless of to whom the rents and revenues of the Property are payable under any such lease. This Assignment of Rents constitutes an absolute assignment and not an assignment for additional security only, but Buyer, prior to acceleration of the Secured Indebtedness or abandonment of the Property, shall have the right to collect such rents as they become due and payable. However, in the event of default and upon delivery of written notice of acceleration by Seller, without the necessity of Seller entering upon or taking possession and control of the Property, whether by agent or by court-appointed receiver, Seller immediately shall be entitled to possession of all rents and revenues of the Property as the same become due and payable, including, without limitation, all of those rents then due and unpaid. Any such rents subsequently delivered to Buyer shall be held by Buyer in trust for the benefit of Seller. Written notice by Seller to Buyer of acceleration of the Secured Indebtedness shall contain a statement that Seller exercises its rights to such rents. Buyer agrees that, commencing upon delivery of such notice, each tenant of the Property shall make such rents payable to Seller or Seller's agents upon demand, without any liability on the part of the tenant to inquire further as to the existence of a default by Buyer. Buyer hereby covenants that Buyer has not executed any prior assignment of said rents; that Buyer has not performed and will not perform any acts and has not executed, and will not execute, any instrument, which acts or instrument would prevent Seller from exercising its rights under this provision; and that at the time of the execution of this instrument, there has been no anticipation or prepayment of any rents of the Property for more than one month in advance. Buyer covenants that hereafter he will not collect or accept payment of any rents of the Property prior to the due dates of such rents. Buyer further covenants that it will execute and deliver to Seller such further assignments of rents and revenues of the Property as Seller from time to time may request.

Upon Buyer's breach of any covenant or agreement in this instrument, Seller, in person, by agent, or by court-appointed receiver, regardless of the adequacy of Seller's security, may enter upon, take, and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof, including, but not limited to,

the following acts: the execution, cancellation, or modification of the leases; the collection of all rents and revenues of the Property; the making of repairs to the Property; and the execution or termination of contracts providing for the management or maintenance of the Property. Seller may do so on such terms as it deems best to protect the security of this instrument. In the event Seller elects to seek the appointment of a receiver for the Property upon Buyer's breach of any covenant or term of this instrument of the Installment Deed Note, Buyer hereby expressly consents to the appointment of such receiver. Seller or the receiver shall be entitled to receive a reasonable fee for managing the Property.

All rents and revenues collected after delivery of written notice by Seller to Buyer of the breach by Buyer of any covenant or term of this instrument or the Note shall be applied first to the cost, if any, of taking control of and managing the Property and collecting the rents, including, without limitation attorney's fees, receiver's fees, premiums on receiver's bonds, cost of repairs to the Property, premiums on insurance policies, taxes, assessments, and other charges for the property, and to the cost of discharging any obligations or liability of Buyer as lessor or landlord of the Property. Such rents and revenues then shall be applied to the indebtedness secured by this instrument. Seller or the receiver shall have access to the books or records used in the operation and maintenance of the Property. Seller shall be liable to account only for those rents actually received, and shall not be liable to Buyer, anyone claiming under Buyer, or anyone having an interest in the Property by reason of anything done or left undone by Seller under these provisions. If the rents of the Property are not sufficient to meet the costs of taking control of and managing the Property and collecting the rents, any funds expended by Seller for such purposes shall become indebtedness of Buyer to Seller secured by this instrument. Unless Buyer and Seller agree in writing to other terms of payment, such amount shall be payable on demand to Buyer and shall bear interest at the rate of ten percent (10%) per annum, or at the highest rate allowable under applicable law, whichever is less.

Any entering upon, taking, or maintaining control of the Property by Seller or the receiver and any application of rents as provided herein shall not cure or waive any default hereunder or invalidate any other right or remedy of Seller under applicable law or as provided herein. This Assignment of Rents of the Property shall terminate at such time as this instrument ceases to secure any indebtedness held by Seller.

NOW IF THE BUYER SHALL PAY all indebtedness secured hereby when the same shall become due, according to the terms hereof, or the terms of any note or notes evidencing said indebtedness, and pay taxes, keep up repairs, keep said premises insured, and perform the other and foregoing obligations and agreements contained herein, then this trust conveyance shall be of no further force or effect. But if the Buyer shall fail to pay said indebtedness, or any part or installment thereof, promptly as the same falls due, or if failing to pay taxes, keep up repairs, keep said premises insured, or perform said other obligations and agreements as herein provided, Buyer fails to reimburse the Trustee or the lawful holder and owner of the Secured Indebtedness, for all sums with interest so expended by said Trustee, or the lawful holder and owner of said indebtedness, within 30 days from the date of such payment this trust conveyance shall remain in full force and effect, and at the option of the lawful holder and owner of said indebtedness, all remaining unpaid indebtedness 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 20 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 courthouse in said county to the highest bidder for cash, at public outery, free from the equity of redemption, the statutory

right of redemption, homestead, and all other exemptions and rights of every kind, all of which are hereby expressly waived; and said Trustee or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser at such sale. The holder of the Secured Indebtedness may bid at any sale under this trust conveyance; in the event the holder of the Secured Indebtedness purchases the Property at the sale by said Trustee, then to the extent that such creditor's bid price is less than or equal to the total amount due and secured hereby (including principal, interest, expenses and legal fees), such creditor may pay said bid price by giving Buyer (or any other person liable on the Secured Indebtedness) a commensurate credit against the indebtedness secured hereby. To the extent that such creditor's bid exceed the total amount secured hereby, the creditor shall pay the Trustee (or his successor) cash equal to such excess, and the remainder of the bid price shall be credited against the sums secured hereby. Buyer agrees that the Trustee or the Seller may, at any time after default in the payment of any part of said indebtedness, enter and take possession of said Property and shall account for the net income actually received. Buyer further agrees that, in the event the Trustee fails, before selling said Property as herein provided, to enter and take possession thereof, the purchaser at said Trustee's sale shall be entitled to immediate possession thereof upon the delivery to him by the Trustee of a deed for said Property.

In the event of a sale of said Property under and by virtue of this trust, the Buyer and all persons holding under him shall be and become the tenants at will of the purchaser from and after the execution and delivery of a deed to said purchaser, said tenancy to be terminated at the option of said purchaser upon five days' written notice.

Upon any sale under this Installment Deed, the proceeds will be applied by the Trustee as follows:

First.--To pay all costs and expenses of executing this trust, including attorney's fees, and the expenses of any litigation which may arise on account of the execution and enforcement of this trust, or in connection therewith.

Second.--To pay the indebtedness secured hereby, or any balance thereof then remaining unpaid.

Third.--The residue, if any, shall be paid to the Buyer or to such other person or persons as may be legally entitled thereto. If the person or persons entitled to such residue cannot be easily determined, the Trustee or the holder of the Secured Indebtedness is authorized to interplead said residue into a court of law or equity, naming as parties all persons believed to have an interest in said residue, and the cost of such action (including attorney's fees) shall be borne first by the surplus and then by the Buyer.

It is further agreed that the said Trustee, or his successors, may execute the power of sale granted herein, and all other powers and rights created hereby, without giving bond, taking oath, or filing inventory with any court.

In the event of the death, absence, inability, or refusal to act of the said Trustee at any time when action under the foregoing powers and trusts may be required, or in the event the holder of the Secured Indebtedness shall otherwise elect to appoint a successor trustee hereunder, the holder and owner of the Secured Indebtedness is hereby authorized to name and appoint a successor to execute this trust, and the title herein conveyed to the above-named Trustee shall be vested in said successor.

IN WITNESS WHEREOF, the parties to this instrument have signed their names on the dates set forth in the acknowledgements to this instrument.

Annie Ruth Russell
ANNIE RUTH RUSSELL

Chuck Ryan
CHUCK RYAN

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Darrell L. West, a Notary Public of the state and county aforesaid, personally appeared ANNIE RUTH RUSSELL, an unmarried person, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and seal at office, this 30 day of April, 1990.

Darrell L. West
Notary Public
My Commission Expires:
1-11-92

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Darrell L. West, a Notary Public of the state and county aforesaid, personally appeared CHUCK RYAN, an unmarried person, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and seal at office, this 1 day of May, 1990.

Darrell L. West
Notary Public
My Commission Expires:
1-11-92

7832 05/01 0101 03CHECK 1182.26

The actual consideration for this conveyance, or value of the property conveyed, whichever is greater, is $ 262,702.96.

Chuck Ryan
Affiant

Sworn to and subscribed before me, a Notary Public of the state and county aforesaid, on the 1 day of May, 1990.

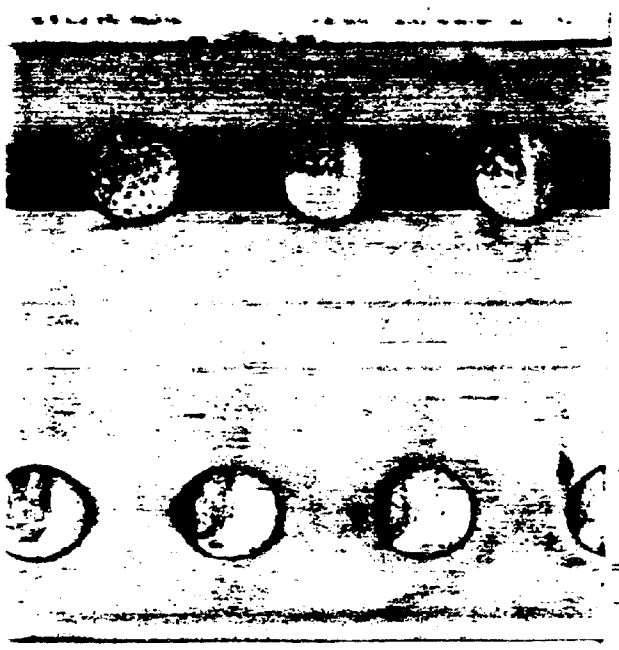
Darrell L. West
Notary Public
My Commission Expires:
1-11-92

This is improved property known as 409 Gallatin Road (Tract No. 1) and 403 Gallatin Road (Tract No. 2), Nashville, Tennessee.

This Instrument Prepared By:
Darrell L. West
303 Church Street, Suite 102
Nashville, Tennessee 37201

Mail

IDENTIFICATION REFERENCE
MAY 1 4 09 PM '90
DAVIDSON COUNTY, TN
231.23



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

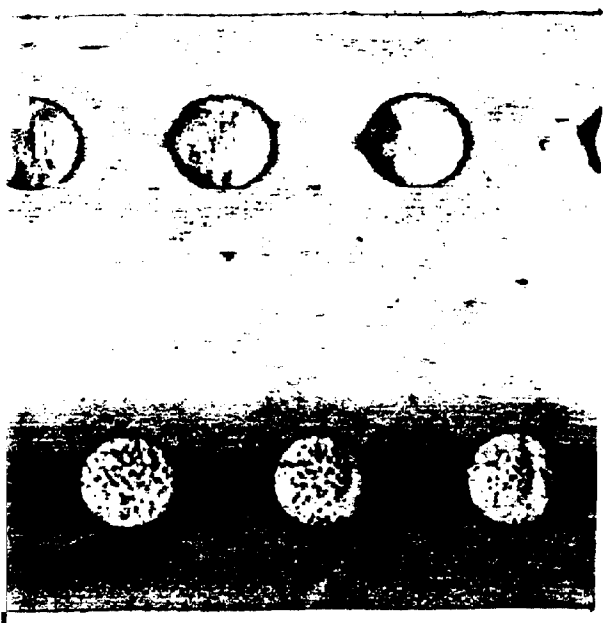
RECEIVED OF _____

FOR _____

BOOK 8100 PAGE 169

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

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID



CAMT 262702.96
MAMT 259702.96
CON TX 866.91
MOR TX 296.35
PRFEE 1.00
WDEED 18.00
TOTAL 1182.26
CHECK 1182.26

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

05/01/90 01 16:10 0001 7832

2311.23

IDENTIFICATION REFERENCE

MAY 1 4 09 PM '90

FELIX Z. WILSON, II REG.
DAVIDSON COUNTY, TN

No. 315330