This Instrument was Prepared by:
Gail P. Pigg, Attorney
219 Second Avenue, North
First Floor Suite
Nashville, TN 37201

Installment Deed

Box 24

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
James Douglas Cullum and wife, Jackie A. Cullum	SAME	Map 160-06-30
(NAME:)	(NAME:)	
5349 Forest Acres Drive		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, TN		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

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FOR AND IN CONSIDERATION of the sum of Seventy-Five Thousand and 00/100---------- ----------($75,000.00)---------- *Dollars,*

of which Five Thousand and 00/100---------- ----------($5,000.00)---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Seventy Thousand and 00/100------- ----------($70,000.00)---------- *Dollars,*

James Douglas Cullum and wife, Jackie A. Cullum *have executed*

their joint promissory note of even date herewith, bearing interest and payable as therein specified. Said note is incorporated herein by reference as fully as though copied herein.

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $70,000.00."

and providing 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, John F. Fertig and wife, Jacquelyn S. Fertig

have this day bargained and sold, and do hereby transfer and convey unto the said James Douglas Cullum and wife, Jackie A. Cullum

their *(successors), heirs and assigns,*

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

Being Lot NO. 201, Oak Hill Estates, Section One, as of record in Book 3700, pages 118, 119 and 120, Register's Office for said County, to which plan reference is made for more complete description.

Said Lot No. 201 fronts 185.00 feet on the easterly margin of Forest Acres Drive and extends back between lines measuring 300 feet on the northerly line and 181.10 feet on the southerly line, to a dead line in the rear on which it measures 251.55 feet.

Being the same property conveyed to John F. Fertig and wife, Jacquelyn S. Fertig by deed from G. W. WIlliams and wife, Marion J. Williams of record in Book 4478, page 657, Register's Office for Davidson County, Tennessee.

An easement is retained by Grantors over the foregoing property and the driveway located thereon for the purpose of removing an outbuilding from the adjacent lot which is owned by Grantors. An easement is also retained by Grantors for access to the house located on said Lot 201 for the purpose of inspection of same by Grantors, their agents, witnesses and/or adversaries in connection with a loss sustained to the premises as a result of blasting and other work performed during installation of sewer lines in the area. Grantors shall have access at all reasonable hours until the case is settled or litigation concluded.

It is expressly understood that the house and lot are transferred to Grantees in the existing condition and any recovery as a result of the aforesaid damages will inure to the benefit of Grantors.

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 5th day of July, 19 90

My commission expires: 10/9/91

(Affix Seal)

Notary Public

It is expressly agreed that for a period of eight months from the date hereof Grantees will permit no construction to be performed on the premises except a new roof. Grantees will pay the cost of any construction and/or materials furnished to the premises throughout the life of this loan in a timely fashion and will not permit the filing of any liens against the property.

The note secured by this instrument contains certain provisions and obligations and said note is incorporated herein by reference.

Failure to keep the property in good repair and maintenance (except as hereinabove expressly stated); failure to keep the property insured as herein provided, and to furnish holder a paid receipt and certificate of coverage at least annually, failure to pay taxes or assessments when due; and failure to pay any installment when due, will constitute a breach of the terms of this document and all sums due hereunder shall become immediately due and payable.

In the event holder must pay assessments, taxes, or cost of construction or repairs, or insurance premiums to protect their interest hereunder, said amount so expended shall be added to the principal balance and bear interest as specified in the note. The making of any payment by the holder on behalf of the grantees shall not constitute a waiver of holder's right to accelerate hereunder.

In the event this property is sold, transferred or conveyed, the aforesaid note will become immediately due and payable at the option of the holder. In the event holder consents to an assumption, said consent, to be effective, must be in writing.

This is unimproved ( ) improved (X) property, known as 5349 Forest Acres Drive, Nashville, TN
(House Number) (Street) P. O. Address: (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said James Douglas Cullum and wife, Jackie A. Cullum *their (successors), 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,* except 1990 taxes; Restrictions filed for record in Book 4122, page 739, said Register's Office; The Plan of record in Book 3700, pages 118-120, Register's Office for Davidson County, Tennessee.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* James Douglas Cullum and Jackie A. Cullum *(successors), 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 James Douglas Cullum and wife, Jackie A. Cullum *hereinafter referred to as trustors, hereby transfer and convey unto* Gail P. Pigg, *Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:*

Trustors 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 the sum of $100,000.00, *or at least the maximum insurable value, until the indebtedness herein secured is 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 or holder of said indebtedness as his interest may appear.*

Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and

expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustors upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

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Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums, with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, 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 indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof, 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. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed 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:

the statutory right of redemption

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 indebtedness 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 trustors, their order, 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 indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, 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 above named trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 5th *day of* July, *19* 90.

James Douglas Cullum

James Douglas Cullum

Jackie A. Cullum

Jackie A. Cullum

John F. Fertig

John F. Fertig

Jacquelyn S. Fertig

Jacquelyn S. Fertig

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* James Douglas Cullum and wife, Jackie A. Cullum

the within named bargainor S., with whom I am personally acquainted, and who acknowledged that they *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville, *Tennessee, this* 30th *day of* July, *19* 90.

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Rita Dealey *Notary Public*

Commission expires 10/9/91

STATE OF TENNESSEE }

COUNTY OF DAVIDSON }

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Personally appeared before me, THE UNDERSIGNED, *a Notary Public in and for said County and State,* John F. Fertig and wife, Jacquelyn S. Fertig

*the within named bargainor*s, *with whom I am personally acquainted, and who acknowledged that* they *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville, ~~Tennessee~~, *this* 5th *day of* July, *19*90

Notary Public

Commission expires 10/9/91

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ..., *a Notary Public of the State and County aforesaid, personally appeared* ..., *with whom I am personally acquainted, and who, upon oath, acknowledged* ...*self to be* ... *of the* ..., *the within named bargainor, a corporation, and that* ...*he as such* ..., *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* ...*self as* ...

Witness my hand and seal, at office in ..., *this* ...*day of* ..., *19* ...

Notary Public

Commission expires ...

40051

IDENTIFICATION

JUL 9 2 43 PM '90

FELIX Z. WILSON, JR. REGISTER
DAVIDSON COUNTY, TN

INSTALLMENT DEED

FROM

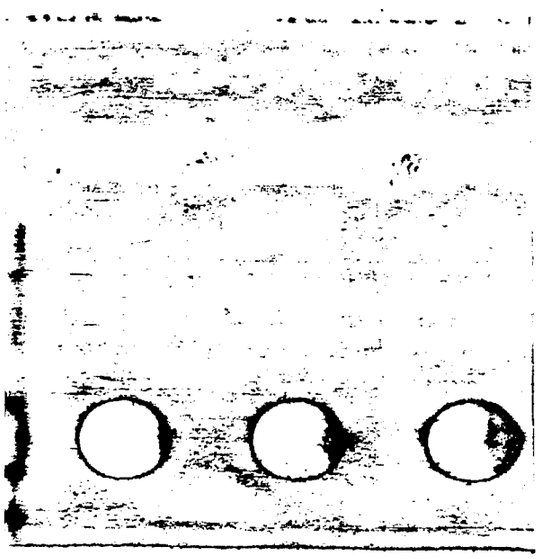
John F. Fertig and wife,
Jacquelyn S. Fertig

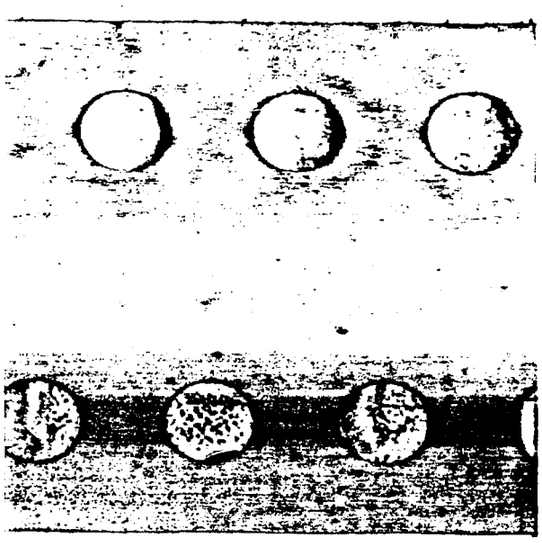
TO

James Douglas Cullum and wife,
Jackie A. Cullum

B383 07/09 0101 03CHECK 338.70

Chicago Title Insurance Company
First American Center — Phone 255-4631
NASHVILLE, TENNESSEE 37238





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

RECEIVED OF _____

FOR _____

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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	75000.00
MAMT	70000.00
CON TX	247.50
MOR TX	78.20
PRFEE	1.00
WDEED	12.00
TOTAL	338.70
CHECK	338.70

07/09/90 01 14:46 0001 8383

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

40051.

IDENTIFICATION REFERENCE

JUL 9 2 43 PM '90

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 335253