This Instrument Prepared by:

Adams, Taylor, Philbin, Pigue & Marchetti
One Eleven Union Street
Nashville, TN 37201

File Box 4 3 5 0 8

0501 08/16 0101 03CHECK 228.75

INSTALLMENT DEED

AUG 16 10 12 AM '90

RAYMOND E. WEBB and wife, )
JUDY WEBB )
)
to )
)
RICKY L. DUNNAGAN )

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $49,000.00

Ricky L. Dunnagan
Affiant

Sworn to and subscribed before me on this the 15th day of August, 1990.

Notary Public

My Commission expires: 1-23-94

| Address New Owner: | Send Tax Bills to: | Map-Parcel # |
|---|---|---|
| Ricky L. Dunnagan<br>3107 Hillside Road<br>Nashville, TN 37207 | Raymond E. Webb et ux<br>P. O. Box 277<br>Madison, TN 37115 | 60-8 #40<br>12DZ-09410 |

FOR AND IN CONSIDERATION of the sum of FORTY NINE THOUSAND AND NO/100 ($49,000.00) Dollars, of which Ten and NO/100 ($10.00) Dollars has been paid in cash by the Grantee, hereinafter named, the receipt of which is hereby acknowledged, Grantee promises to pay to the order of the Grantors the principal sum of Forty Nine Thousand and No/100--($49,000.00) Dollars in monthly installments of Four Hundred Five & 26/100--($445.26) Dollars each, including principal and interest at the rate of Ten (10%) per cent per annum, commencing on the 15th day of September, 1990, and continuing on the 15th day of each month thereafter for 300 months or until fully paid. A reasonable late charge may be assessed in addition to such monthly installment not received by the Noteholder within 15 days of when it is due each month. A lien is expressly retained on the land herein conveyed for the purpose of securing the payment of the aforementioned Note including principal, interest, attorneys fees and the costs of collection.

We, RAYMOND E. WEBB and wife, JUDY WEBB, hereinafter called the Grantors, have this day bargained and sold, and do hereby transfer and convey unto RICKY L. DUNNAGAN, herein called Grantee, his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

A tract of land in Davidson County, Tennessee, described as follows, to-wit:

BEING part of Lot No. 11 on the Map of E. A. Lindsley's Subdivision, as of record in Book 547, Page 144, Register's Office for said County, described as follows:

BEGINNING at a point in the easterly margin of Hillsdale Road, said point being 10 feet south of the corner of Lots Nos. 10 and 11 on said Plan; thence, easterly along the line 10 feet south of and parallel to the line between said Lots Nos. 10 and 11, a 150 feet to a point; thence southerly along a line 150 feet east of and parallel to the easterly margin of Hillsdale Road, 110 feet to a point; thence westerly along a line 120 feet south of and parallel to the lines between said Lots Nos. 10 and 11, 150 feet to a point in the easterly margin of Hillsdale Road; thence northerly with said margin of said Road, 110 feet to the point of beginning.

Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $49,000.00.

BEING the same property conveyed to Raymond E. Webb, and wife, Judy Webb, by Quitclaim Deed from Webb's Floor Covering, Inc., of record in Book 6028, Page 337, Register's Office for Davidson County, Tennessee.

INCLUDED in the above description but excluded from this conveyance is that portion of the above-described property which was conveyed to the Metropolitan Government of Nashville and Davidson County, in Deed Book 3981, Page 704, Register's Office for said County, described as follows:

LAND in Davidson County, Tennessee, BEING part of Lot No. 11 on the Map of E. A. Lindsley's Subdivision, as of record in Book 547, Page 144, Register's Office for Davidson County, Tennessee described as follows:

BEGINNING at a point in the East margin of Hillside Drive, said point being 10 feet South of the corner of Lot 10 and 11 on said Plan; thence South 84° 15' East along a line 10 feet South of and parallel to the line between said Lots No. 10 and 11, 135.65 feet to a point where the W.E. Street's Northerly property line intersects the Southerly right-of-way line of the newly proposed extension of Ewing Lane; thence, South 84° 25' West along said Southerly right-of-way line 106.55 feet to a point of arc at the Southeast corner of proposed extension of Ewing Lane and Hillside Drive; thence, continuing along said curve in a Southwesterly direction, said curve having a radius of 25 feet to a point in the Easterly right-of-way line of Hillside Drive; thence North 3° 50' East along the Easterly right-of-way line of Hillside Drive 49 feet to the point of beginning and containing 0.05 acres, more or less.

BEING the same property conveyed to Metropolitan Government of Nashville and Davidson County by deed from W. E. Street and wife, Lula Mae Street, of record in Book 3891, Page 704, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to a Deed of Trust of record in Book 5642, Page 836, Register's Office for Davidson County, Tennessee, subsequently assigned by instrument of record in Book 6336, Page 319, said Register's Office and by instrument of record in Book 6488, Page 1, Register's Office for for Davidson County, Tennessee, which Deed of Trust is not assumed by Grantees. Grantor agrees to pay the Note secured by said instrument in accordance with the terms stated therein. The Vendor's Lien created herein is subordinated to the above described lien. Should Grantor fail to pay said Notes, as agreed, Grantee or their assigns may proceed to pay said Note and deduct such payments from the amounts due on the Note secured by the Vendor's lien retained in this instrument.

Borrower may prepay the principal amout outstanding in whole or in part subject to the terms set forth in the Note secured by this instrument. It is understood and agreed that in the event the entire indebtedness secured by this instrument is tendered to the Grantors, the aforementioned Deed of Trust, constituting a first and only lien against the property, will be paid off in full.

In the event the Grantee seeks to transfer part, or all, of his interest in the property hereinabove described without tendering the balance of the entire indebtedness then owed, the Grantors will have the option to either approve or disapprove an assumption of the debt by the new Grantees and if such a sale or transfer occurs without Grantors' prior written consent, excluding (a) the creation by Grantees of a lien or encumbrance subordinate to this installment deed, (b) the creation of a purchase money security interest on household appliances, (c) a trasfer by devise, descent, or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, then Grantors may at their option declare all of the sums secured by this Installment Deed to be immediately due and payable and may exercise such remedies as are granted in this instrument upon default. In the event the Grantors approve of an assumption of this debt in writing, the Grantors may reset the interest rate set forth in the Note secured by this Installment Deed; however, in no event

shall the interest rate exceed the legal rate of interest then prevailing.

This is improved property known as 3107 Hillside Road, Nashville, Tennessee 37207.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantee, and his assigns forever. Grantors covenant that they are lawfully seized and possessed of said real estate in fee simple, have a good and lawful right to convey it, and that the same is unencumbered, except for Deed of Trust of record in Book 5642, Page 836 and subsequently assigned by instruments of record in Book 6336, Page 319 and Book 6488, Page 1, said Register's Office.

Grantors further covenant and bind themselves and their successors and assigns, to warrant and forever defend the title to the said real estate to said Grantee, 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 Note, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said Note, as it matures, as hereinafter provided, and for the consideration of One Dollar ($1.00), to me in hand paid, the said Grantee herein, does hereby transfer and convey unto Michael J. Philbin, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid only. The Grantee does 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 $49,000.00 until the Note herein secured is fully paid. Grantee further agrees that proof of such insurance shall be furnished annually on or before September 1st and that such policy shall provide that the company will not cancel coverage without first giving adequate notice of such cancellation to Grantors. Grantee further agrees to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them on or before March 1st of each year with the proof of payment being furnished to Grantors; and in case Grantee fails to do so, then the said Trustee, or the lawful owner and holder of said notes, may do any 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 at 10% per annum from the date of such payment. Grantors shall have the right to inspect the premises at reasonable times upon giving written notice to Grantee.

Now, if the said Grantee shall pay the Note aforesaid when due, according to its 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 Grantee fails to pay the said Note or part thereof, promptly at maturity or if Grantee fails to pay the taxes, keep up repairs or keep said premises insured as herein provided; or if Grantee fails to reimburse the Trustee or lawful owner and holder of said note for all sums, with interest, so expended by said Trustee, or the lawful owner or holder of said Note, within thirty (30) 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 Note without notice the remaining indebtedness hereby secured shall immediately become due and payable, and the said Trustee or his successor in trust, is hereby authorized and empowered, upon giving twnety (20) days notice by three (3) publications in any newspaper, daily or weekly, circulated 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 expressly waived; and the said Trustee, or his successor in trust, is authrized and empowered to execute and deliver a deed to the purchaser. The creditor may bid at any sale under this conveyance. Grantee agrees that the Trustee, may at any time, after default in the payment of said Note, enter and take possession of said property, and shall only account for the net rents actually received by him. Grantee further agrees 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 a sale hereunder, the proceeds will be applied by the Trustee, as follows:

First--- 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 instituting or defending any litigation which may arise on account of the execution of this conveyance and the enforcement of said lien; also the expenses of any such litigation.

Second--- to the payment of all taxes which may be unpaid on said premises.

Third--- to the payment of the unpaid Note herein secured, and any and all sums expended in the protection of said property, as herein authorized.

Fourth--- the residue, if any, will be paid to the Grantee herein, 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 trust may be required, the lawful owner and holder of said lien 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 this Trusteeship.

IN WITNESS WHEREOF, We, the said Grantors and Grantee, have hereunto set our hands this the 15th day of August, 1990.

Raymond E. Webb

Ricky L. Dunnagan

Judy Webb

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Raymond E. Webb and his wife, Judy Webb, the bargainors, with whom I am personally acquainted, or proved to me upon 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 the 15th day of August, 1990.

Notary Public

My Commission expires: 1-23-94

STATE OF TENNESSEE
COUNTY OF DAVIDSON

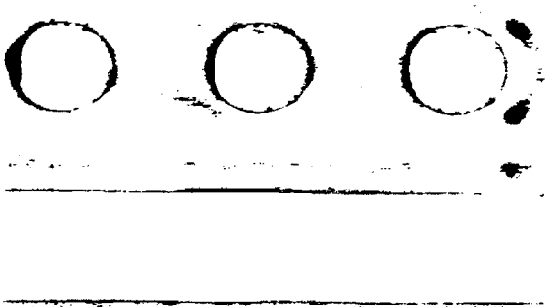
Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Ricky L. Dunnagan, a single person, with whom I am personally acquainted, or proved to me upon the basis of satisfactory evidence, and who, upon oath, acknowledged that he executed the within instrument for the purposes therein contained.

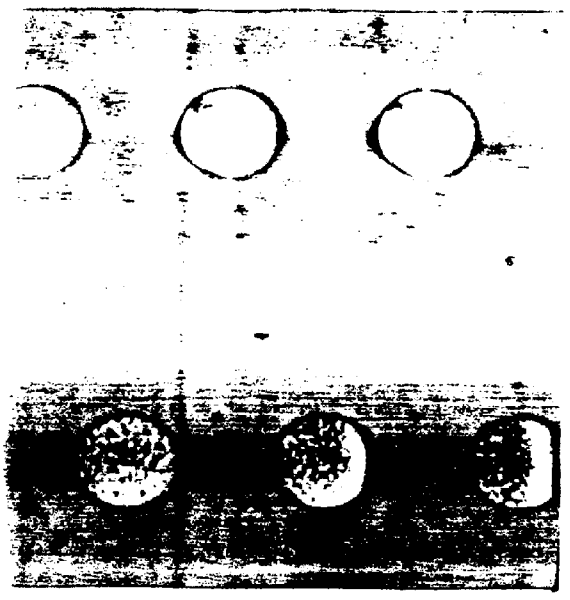
WITNESS my hand and official seal at Nashville, Tennessee, this the 15th day of August, 1990.

Notary Public

My Commission expires: 1-23-94







**OFFICIAL RECEIPT**

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

RECEIVED OF _____

FOR _____

**BOOK 8175 PAGE 977**

| | | |
|---|---|---|
| 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 | 49900.00 |
| MAMT | 49900.00 |
| CON TX | 161.70 |
| MOR TX | 54.05 |
| PRFEE | 1.00 |
| WDEED | 12.00 |
| TOTAL | 228.75 |
| CHECK | 228.75 |

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

08/16/90 01 10:14 0001 0501

49908

IDENTIFICATION REFERENCE

AUG 16 10 12 AM '90

FELIX Z WILSON II REGISTER
DAVIDSON COUNTY, TN

**No. 346926**