Maximum principal indebtedness for Tennessee recording tax purposes is $60,000.00

THIS INSTRUMENT PREPARED BY:
W. WARNER McNEILLY, III
214 Second Avenue North, Suite 300
Nashville, Tennessee 37201

BOOK 8209 PAGE 64

INSTALLMENT DEED

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
M. MARGARET EIGHMY LORI ARMSTRONG Unit Q2 1900 Richard Jones Rd. Nashville, TN 37215	M. MARGARET EIGHMY LORI ARMSTRONG Unit Q2 1900 Richard Jones Rd. Nashville, TN 37215	Map: 117-15 A Par: 58

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $80,000.00.

M. Margaret Eighmy
Affiant

SUBSCRIBED AND SWORN to before me this 2nd day of October, 1990.

Notary Public

My Commission Expires:

5-12-93

62043

IDENTIF. TREFERENCE

OCT 3 9 37 AM '90

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY TN.

FOR AND IN CONSIDERATION of the sum of Eighty Thousand Dollars ($80,000.00), of which Twenty Thousand Dollars ($20,000.00) has been paid in cash by M. MARGARET EIGHMY, and LORI ARMSTRONG ("GRANTEES") to RUBY M. POTTS, the receipt of which is hereby acknowledged, and for the remainder of which the said GRANTEES have executed an Installment Deed Note (the "NOTE") of even date payable to the order of RUBY M. POTTS ("Grantor") in the principal sum of Sixty Thousand Dollars ($60,000.00), together with interest thereon calculated at the rate of ten and one-half percent (10.5%) simple interest per annum payable in sixty (60) consecutive equal monthly installments of principal and interest each in the amount of Five Hundred Forty-Eight and 84/100 Dollars ($548.84) commencing on November 1, 1990, and continuing on the first (1st) day of each successive month thereof for sixty (60) consecutive months with the remaining principal balance of Fifty-Eight Thousand One Hundred Twenty-Nine and 30/100 Dollars ($58,129.30) plus all accrued but unpaid interest, expenses and costs advanced due and payable on October 1, 1995, unless sooner paid, at which time the entire unpaid principal balance, interest and all other amounts owing pursuant to the said Note shall be due and payable (provided, however, that if the GRANTEES should earlier convey any part or all of either their legal or equitable interest in the real estate herein conveyed without the prior consent of GRANTOR, the then entire balance, including but not limited to principal, interest

and all other amounts owing pursuant to the said Note, shall be at once due and payable),

I, the GRANTOR, have this day bargained and sold, and do hereby transfer and convey unto the said GRANTEES, their heirs and assigns as joint tenants with right of survivorship, certain real estate in Davidson County, Tennessee, and more particularly described in Exhibit "A" to this Installment Deed.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging forever. I covenant that I am lawfully seized and possessed of said real estate in fee simple; that I have a good right to convey it; and that the same is unencumbered, except as shown in Exhibit "A" hereto and except for taxes for the current year which are hereby prorated and assumed by GRANTEES.

I further covenant and bind myself, my heirs and representatives, to warrant and to 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 the said NOTE, including any extensions, renewals or modifications thereof (collectively "the NOTE"), and rendering unnecessary Court proceedings for the enforcement of said NOTE and the lien which secures it in the event of any default in terms and conditions of the said NOTE or this Deed, as hereinafter provided, and for the consideration of One Dollar ($1.00) to us in hand paid, We, the said GRANTEES, herein do hereby transfer and convey unto W. WARNER McNEILLY, III, TRUSTEE, his successors and assigns, the realty described in Exhibit "A" hereto with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid. We, the said GRANTEES do hereby agree to keep all buildings now on, or to be hereafter erected on said property, insured against fire, flood, wind or other casualty by some reliable insurance company or companies for at least the sum of Sixty Thousand Dollars ($60,000.00) until the said NOTE is fully paid, to cause the said TRUSTEE, as his interest may appear, to be named as the loss payee of all such insurance policies, and, on demand, to furnish to the GRANTOR or the TRUSTEE proof of such insurance and payment of premiums. We further agree to keep the improvements on the said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due. In case we fail to timely pay such insurance premiums, taxes, or assessments, then the said TRUSTEE, or the lawful owner and holder of said NOTE, 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 at the maximum legal rate of interest. Now, if we, the said GRANTEES, shall pay the NOTE aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured as agreed, then this trust conveyance shall be of no further force or effect. But if we default in the making of any payment pursuant to the NOTE, 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 NOTE for all sums, with interest, so expended by said TRUSTEE, or lawful owner and 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, the balance of such NOTE 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 (20) days' notice by three (3) 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 the public outcry, free from the equity of redemption, the statutory right of redemption, homestead, dower and all other exemptions of

every kind which are hereby expressly waived by GRANTEES; and the said TRUSTEE, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The GRANTOR or the then lawful owner and holder of the said NOTE may bid at any sale under this conveyance. We agree that the TRUSTEE may, at any time, after any default in the payment of the said NOTE, 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 immediately 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:

(1) To the payment of all costs, charges, and expenses of executing this conveyance and enforcing said NOTE or 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, but excluding the expense of ejecting persons from the realty in order to retake it; (2) To the payment of all taxes which may be unpaid on said premises; (3) To the payment of the unpaid balance of the NOTE herein secured, including principal and interest, and any and all sums expended in the protection of said property, as herein authorized; (4) The residue, if any, will be paid to such parties as are legally entitled to it.

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 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.

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.

Any act, failure to act or failure to enforce any condition of this Deed or the said NOTE by the TRUSTEE, the GRANTOR, or the lawful owner and holder of the NOTE, shall not be construed as a waiver of any such condition or requirement.

WITNESS our hands this 21 day of October, 1990.

GRANTOR: Ruby M. Potts
RUBY M. POTTS

GRANTEES: M. Margaret Eighmy
M. MARGARET EIGHMY

Lori Armstrong
LORI ARMSTRONG

TRUSTEE: W. Warner McNeilly III
W. WARNER McNEILLY, III

EXHIBIT "A"

Land in Davidson County, Tennessee, being Parcel No. 158, also Unit No. Q-2, in a Horizontal Property Regime which is located on the Plan of Green Hills Terrace, of record in Book 5200, page 64, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Ola Mae Potts, unmarried, and Ruby M. Potts, unmarried, by deed from Ervin M. Entrekin, Trustee, of record in Book 5329, page 889, Register's Office of Davidson County, Tennessee; the said Ola Mae Potts having since died testate and by Will of record in Will Book 154, page 385, Probate Court of Davidson County, Tennessee, her interest in the above described property was devised to Ruby M. Potts.

This conveyance is subject to the following:

1. Provisions of Tennessee Code Annotated Section 66-27-101 et. seq.

2. Conditions, restrictions, options, encumbrances, liens, assessments and undertakings contained in the Master Deed and Bylaws for the Green Hills Terrace Condominium recorded in Book 5304, page 702, as amended in Book 7841, page 557, in the Register's Office for Davidson County.

3. Real Estate taxes for 1990 which have been prorated between Grantor and Grantees.

4. Easement of Record in Book 4320, page 896, in the Register's Office for Davidson County.

5. Easement of Record in Book 3879, page 569, in the Register's Office for Davidson County.

6. Memorandum of Lease between Green Hills Terrace and Web Service Company of record in Book 7523, page 260, in the Register's Office for Davidson County.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Helen S Jackson, Notary Public, RUBY M. POTTS, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand at office this 2nd day of October, 1990.

Helen S Jackson
Notary Public

My Commission Expires: Jan. 23, 1993.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Pam Childers, Notary Public, M. MARGARET EIGHMY, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and seal at Nashville, Tennessee, this 2nd day of October, 1990.

Pam Childers
Notary Public

My Commission Expires: 5-22-93.

6775 10/03 0101 03CHECK 346-70

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Pam Childers, Notary Public, LORI ARMSTRONG, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and seal at Nashville, Tennessee, this 2nd day of October, 1990.

Pam Childers
Notary Public

My Commission Expires: 5-22-93.

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 8209 PAGE 69

CO - CONVEYANCE
MO - MORTGAGE
WD - WARRANTY DEED
TD - TRUST DEED

CC - CERTIFIED COPY
REL - RELEASE
UCC - UNIFORM COMMERCIAL CODE

MISC - MISCELLANEOUS
CO TAX - STATE TAX CONVEY
MO TAX - STATE TAX MORT
PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL
				CAMT 80000.00
				MAMT 60000.00
				CON TX 264.00
				MOR TX 66.70
				PRFEE 1.00
				MDEED 15.00
				TOTAL 346.70
				CHECK 346.70
10/03/90	01			09:39 0001 6775

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

62043

IDENTIF. TREFERENCE

OCT 3 9 38 AM '90

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY TN.

No. 361059