BOX 23

File No: 8467-1

The maximum principal indebtedness for Tennessee recording tax purposes is $50,000.00.

Address New Owner:	Send Tax Bills to:	Map/Parcel
Joel E. White, etux	Same	Map 187
508 EVERSHOLT CT.		Par 119,120
ANTIOCH, TN 37013		

BOOK 8227 PAGE 866

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of SIXTY-FIVE THOUSAND AND NO/100 ($65,000.00) DOLLARS, of which FIFTEEN THOUSAND AND NO/100 ($15,000.00) DOLLARS, has been paid in cash by JOEL E. WHITE and wife, REBA Y. WHITE, (the Grantees), the receipt of which is hereby acknowledged, and for the remainder FIFTY THOUSAND AND NO/100 ($50,000.00) DOLLARS the said Grantees have this day executed their one promissory note in the principal sum of FIFTY THOUSAND AND NO/100 ($50,000.00) DOLLARS, payable to the order of Benjamin F. Hill, Jr. and wife, Martha P. Hill, (the Grantors), and given as part of the purchase money on the herein described property.

SAID NOTE is payable in 19 consecutive quarterly installments of $833.33 each, plus interest, interest being at the fixed rate of 10.50% per annum on the unpaid principal sum; the first of said installment payments falling due on the 1st day of February, 1991, and thereafter said consecutive quarterly installment payments shall continue on the 29th day of May, August, November and February of each consecutive year as aforesaid until November 1st, 1995, whereupon said note shall then be payable in 8 consecutive quarterly installments of $833.33 each, plus interest, interest being at an changed rate, said rate to be determined and set at that time (once) by using the calculations as set out herein-below, but in any event to be no less than 10.50% per annum; the first of said 8 quarterly installment payments beginning on said 1st day of November, 1995, and thereafter said consecutive quarterly installment payments shall continue on the 1st day of February May, August and November of each consecutive year as aforesaid until November 1st 1997, whereupon the entire unpaid principal sum plus any accrued interest shall become immediately due and payable. Amounts paid will be credited first to interest due; balance to unpaid principal sum.

On November 1, 1995 (the interest rate change date), the effective rate of interest shall be calculated (computed) at a rate equal to 1% over and in excess of the prime (base) rate of First American National Bank of Nashville, Tennessee, its successors and/or assigns, the said prime (base) rate being the interest rate used as an index for establishing interest rates on loans. The rate of interest shall be determined as aforesaid once for the remaining life of this loan, and set on said date, and to that extent shall be fixed, once so determined. The maximum interest rate for the herein-secured Note shall be 13.50% per annum (cap rate). In any event, if the afore-mentioned method for calculating the interest rate cannot be performed because of impossibility or unenforceability at law, the effective rate of interest shall absolutely be set at the fixed rate of 10.50% per annum. The NOTE herein-secured contains a VARIABLE INTEREST RATE and BALLOON or "CALL" PROVISIONS.

FURTHER conveyance of the herein described real estate will give the holders of the herein-secured indebtedness the option of demanding payment in full, approving any purchasers for the purposes of assumption, or re-negotiation of the interest rate at a figure satisfactory to the holders.

ALL of said notes bearing interest from date as aforesaid, and providing for payment of attorney's fees, and to secure the payment of said notes principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, BENJAMIN F. HILL, JR. and wife, MARTHA P. HILL, hereinafter referred to as GRANTORS, have this day bargained and sold, and do hereby transfer and convey unto the said JOEL E. WHITE and wife, REBA Y. WHITE, hereinafter referred to as GRANTEES their heirs and assigns certain real estate in Davidson County Tennessee, as follows:

TRACT NO. 2

Land in the 31st councilmanic District of Davidson County, Tennessee and being described according to a survey by J. Bruce Rainey, Surveyor, #823 (P. O. Box 1130, Hendersonville. Tennessee 37075) dated January 21, 1988 and known as Job No:870666 more particularly described as follows:

Beginning at an iron pin set on the southerly margin of Burkett Road, said point of beginning being the Northeast corner of the herein described tract and also being North 85 degrees 32 minutes 26 seconds West 195.50 feet from the Northwest corner of the David J. Clifton property of record in Book 6057, page 891, R O. D. C., Tn.; thence leaving the margin of said Burkett Road South 04 degrees 35 minutes 14 seconds West 1,119.56 feet to an iron pin; thence South 85 degrees 24 minutes 46 seconds East 195.50 feet to an iron pin in the line of the Steven M. Clifton property of record in Book 5804, page 5, Register's Office for Davidson County, Tennessee; thence with Steven Clifton's line South 04 degrees 35 minutes 14 seconds West 1,110.98 feet to an iron pin in the line of the William J. Slaughter, Jr. property of record in Book 5804, page 378, Register's Office for Davidson County, Tennessee; thence with Slaughter's line and a fence the following two calls: North 85 degrees 39 minutes 42 seconds West 90.51 feet to an iron pin: thence North 85 degrees 30 minutes 16 seconds West 141.99 feet to an iron pin; thence leaving Slaughter's line North 05 degrees 13 minutes 51 seconds East 1,068.37 feet to an iron pin at the southernmost terminus of a 50 foot joint use ingress egress and utility easement: thence with the center of said easement North 04 degrees 35 minutes 14 seconds East 1162.47 feet to an iron pin set on the southerly margin of said Burkett Road; thence with the southerly margin of Burkett Road South 86 degrees 48 minutes 51 seconds East 15.18 feet to an iron pin; thence continuing with the said southerly margin South 85 degrees 32 minutes 26 seconds East 9.83 feet to the point of beginning, containing 6.42 acres more or less.

Being the same property conveyed to Benjamin F. Hill, Jr. and wife, Martha P. Hill, by deed from David Coleman, Trustee, of record in Book 7559, page 194, Register's Office for Davidson County, Tennessee.

TRACT NO. 3

Land in the 31st Councilmanic District of Davidson County, Tennessee and being described according to a survey by J. Bruce Rainey, Surveyor, #823 (P. O. Box 1130, Hendersonville Tennessee 37075) dated January 21, 1988 and known as Job No: 870666 more particularly described as follows:

Beginning at an iron pin set on the southerly margin of Burkett Road, said point of beginning is located North 85 degrees 32 minutes 26 seconds West 205.33 feet and North 86 degrees 48 minutes 51 seconds West 15.18 feet from the Northwest corner of the David J. Clifton property of record in Book 6057, page 891, Register's Office for Davidson County, Tennessee; thence leaving the margin of said Burkett Road and with the center of a 50 foot joint use ingress egress and utility easement South 04 degrees 35 minutes 14 seconds West 1,162.47 feet to an iron pin set at the terminus of said

easement; thence South 05 degrees 13 minutes 51 seconds West 1,068.37 feet to an iron pin set in the line of the William J. Slaughter, Jr. property of record in Book 5804, page 378, Register's Office for Davidson County, Tennessee; thence with Slaughter's line and a fence North 85 degrees 30 minutes 16 seconds West 33.26 feet to an iron pin; thence North 85 degrees 44 minutes 48 seconds West 191.26 feet to an iron pin; thence North 85 degrees 20 minutes 48 seconds West 12.99 feet to an iron pin; thence leaving Slaughter's line North 05 degrees 52 minutes 27 seconds East 1,113.04 feet to an iron pin in the line of the Gary Davis property of record in Book 5850, page 655, Register's Office for Davidson County, Tennessee; thence leaving Davis line South 85 degrees 24 minutes 46 seconds East 199.50 feet to an iron pin on the westerly edge of said 50 foot joint use ingress egress and utility easement; thence North 04 degrees 35 minutes 14 seconds East 1,118.56 feet to an iron pin set on the southerly margin of Burkett Road; thence with the southerly margin of Burkett Road South 86 degrees 48 minutes 51 seconds East 25.01 feet to the point of beginning, containing 6.55 acres more or less.

Being the same property conveyed to Benjamin F. Hill, Jr. and wife, Martha P. Hill, by deed from David Coleman, Trustee, of record in Book 7559, page 197, Register's Office for Davidson County, Tennessee.

Both the above described Tract 2 and Tract 3 include the use of and are subject to the use of a 50 foot joint use ingress and egress and utility easement the center of which is described as follows:

Beginning at an iron pin on the southerly margin of Burkett Road, said point of beginning being North 85 degrees 32 minutes 26 seconds West 205.33 feet and North 86 degrees 48 minutes 51 seconds West 15.18 feet from the Northwest corner of the David J. Clifton property of record in Book 6057, page 891, Register's Office for Davidson County, Tennessee; thence with the center of said 50 foot joint use ingress egress and utility easement South 04 degrees 35 minutes 14 seconds West 1,162.47 feet to an iron pin which is the terminus of said joint 50 foot joint use ingress egress and utility easement.

THIS property is conveyed subject to Restrictive covenants contained in an instrument of record in Book 5804, page 802, said Register's Office; any easements; all applicable local government planning, building and zoning regulations. This property and improvements are sold in "AS IS" condition. This is un-improved property.

TOGETHER WITH ALL the improvements, including fixtures, now or hereafter located on the property, and all easements, rights, appurtenances, estate, title and interest thereto, all of which shall be deemed to be a part of the property covered by this Installment Deed lien.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said GRANTEES, their heirs and assigns forever. AND GRANTORS covenant that they 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, unless otherwise herein set out.

AND GRANTORS further covenant and bind themselves their heirs, assigns and representatives, to warrant and forever defend the title to said real estate to said GRANTEES, their heirs and assigns, against the lawful claims of all persons whomsoever.

AND NOW, for the purpose of better and more effectually securing the payment of said lien note(s), and rendering in the

event of the nonpayment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, the said GRANTEES do hereby transfer and convey unto TOM G. COLEMAN, JR. (of Nashville, Davidson County, Tennessee), TRUSTEE, his successors and assigns, the real estate hereinbefore described, together with all the improvements, including fixtures, now or hereafter located on the property, and all easements, rights, appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

TO HAVE AND TO HOLD said property to said TOM G. COLEMAN, JR., Trustee, and his successors in trust, forever. GRANTEES covenant that they are lawfully seized of the said property and have a good right to convey it and that the same is unencumbered, unless otherwise herein set out.

GRANTEES further covenant and bind themselves, their heirs, assigns and representatives, to warrant and defend the title to said property to the said TOM G. COLEMAN, JR., TRUSTEE and his successors in trust, and his assigns, forever, against the lawful claims of all persons.

GRANTEES further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, to keep the improvements on said property in repair and preservation, and in case the Trustee or his successors or the lawful owner and holder of said indebtedness (also hereinafter referred to as "Holder") shall hereafter be required to appear in any court or tribunal to enforce this Installment Deed Lien or the terms thereof, or to 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 indebtedness, shall bear interest at the highest contract rate allowed by law from the date of payment and shall be and become a part of the indebtedness secured hereby.

AS ADDITIONAL SECURITY for the repayment of the Indebtedness, Grantees hereby assigns to Holder all rents, income, or profits derived from the Property.

IN THE EVENT OF DEFAULT hereunder, as set forth below, Holder, in person, by agent or by judicially appointed receiver, shall be entitled to take possession of and manage the Property and to collect all rents, income, and other profits derived from the Property, including amounts past due. Grantees agrees to relinquish peaceful possession to Holder. All rents, income and profits collected by the Holder or receiver shall be applied first to payment of the cost of management of the Property and collection of the rents, income and profits, including, but not limited to, the cost of receiver's fees, premiums or receivers bonds, and reasonable attorney's fees. The rents, income, and profits shall then be applied to the Indebtedness secured by this Installment Deed. Holder shall be liable to account only for net rents actually received.

IN CONNECTION with this Assignment of Rents, Grantee agrees to comply with all terms imposed upon it as Lessor under any leases covering any part of the Property. Should Grantee default under any such lease, Holder may take whatever action it deems desirable to prevent or cure the default by Grantee. Holder shall have the right to enter upon the Property as often as it desires in order to prevent or cure any such default. In attempting to prevent or cure any such default, Holder may spend such sums of money as it deems necessary, and Grantee hereby agrees to pay Holder immediately upon demand all sums so expended by Holder, together with interest from the date of payment by Holder at the highest lawful rate. Such sums, and

the interest thereon, shall become additional indebtedness secured by this Installment Deed.

FOREBEARANCE by Trustee or the lawful owner or holder of the indebtedness secured herein, in exercising any right or remedy hereunder, or any related right or remedy otherwise afforded by law, shall not be a waiver of, or preclude the subsequent exercise of any such right or remedy. The receipt by Trustee or the lawful holder and owner of said indebtedness of any past due installments under said indebtedness or any other late payments of the indebtedness shall not deprive Trustee or the lawful holder and owner of said indebtedness of the right to accelerate the maturity of the indebtedness or of any right of enforcement existing pursuant to the terms of this instrument. The procurement of insurance or the payment of taxes or other liens or charges by Trustee or the lawful holder and owner of said indebtedness shall not be a waiver of the right provided herein to accelerate the maturity of the indebtedness because of default hereunder.

EVERY RIGHT AND REMEDY provided in this Installment Deed is distinct from and cumulative to every other right or remedy under this Installment Deed or afforded by law or equity. Every such right or remedy may be exercised concurrently, independently, or successively.

THE COVENANTS AND AGREEMENTS herein contained and the rights arising hereunder shall inure to the benefit of the respective successors and assigns of Trustee and the lawful holder and owner of the indebtedness secured hereunder and shall be binding upon the respective successors and assigns of Grantee.

IN THE EVENT that any provision or clause of this Installment Deed or said indebtedness conflicts with any applicable law, the other provisions of this Installment Deed and said indebtedness shall be given effect as fully as possible without the conflicting provision, and to this end the provisions of the Installment Deed and said indebtedness are declared to be severable.

GRANTEES expressly agrees that the Trustee, or his successors, may execute the power of sale granted herein and the other powers and rights set forth herein without giving bond or taking oath. The Trustee shall not be liable to Grantees for any acts or omissions to act in the execution of his powers hereunder, except for such acts or omissions as constitute gross negligence or willful misconduct. Except in such instances of gross negligence or willful misconduct, neither the Trustee nor the lawful owner and holder of said indebtedness shall be obligated to provide an accounting of any funds received or disbursed in connection with the payment of the indebtedness or the administration and enforcement of equitable and statutory rights of redemption, exemption, or homestead, all rights arising by virtue of marriage, and all other similar exemptions and rights arising under or created by an applicable statute or judicial decision.

THE TERMS OF this Installment Deed Lien may be modified in whole or in part only by a written instrument signed by Grantees, Trustee and the lawful holder and owner of said indebtedness, and recorded in the Register's Office of the county in which this Installment Deed is recorded. Any oral agreement to modify this instrument shall be void and of no force and effect.

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 insurable interest until the note(s)

herein secured are fully paid, and to have the loss, if any, made payable on the policy or policies to the lawful owner and holder of the note or notes or to said Trustee, his successors and assigns, for the benefit of the lawful owner and holder of said note or notes, as his interest may appear. If at any time, Grantees fails to keep the property herein described properly insured, the Trustee, his successors and assigns, or the holder of the note or notes herein secured may obtain fire insurance on said property and charge such sums to the balance of the note(s) herein secured.

NOW, IF THE Grantees (a) shall pay the indebtedness when due, according to its terms, (b) shall pay promptly all taxes, assessments, and other charges against the property when due, (c) shall keep up repairs, (d) shall keep the property insured as provided herein, (e) shall pay any and all other sums when due, as herein provided, and (f) shall otherwise perform all of the covenants and conditions contained herein, then this trust conveyance shall be of no further force or effect. In such case, the lawful holder and owner of said indebtedness shall execute and have recorded a Release of this Installment Deed Lien. Otherwise this trust conveyance shall remain in full force and effect, and, at the option of the lawful owner and holder of the indebtedness all remaining unpaid indebtedness and all installments thereof, shall be due and payable at once, without notice, upon any of the following events of default:

a. Failure to pay said indebtedness, and all installments when due according to its terms;

b. Breach of any covenant or agreement contained in this Installment Deed, and not related to payment of said indebtedness which breach is not cured within fifteen (15) days after written notice of such breach has been given to Grantee, and additionally, within any further period of time to cure which is actually given by the lawful holder and owner of said indebtedness provided Grantee commences its efforts to cure such default as soon as reasonably possible after notice;

c. If any obligor of the indebtedness secured hereunder makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or a petition for reorganization under the bankruptcy laws, or if a petition in bankruptcy is filed against any obligor; or if a receiver or trustee is appointed for all or any part of the property and assets of any obligor.

IN EVENT of the death, absence, inability, or refusal to act of the said Trustee at any time when action under the foregoing powers and trust may be required, the owner of the debt herein secured 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 ANY EVENT of default as set forth above, the lawful owner and holder of said indebtedness shall have the right to pursue all remedies available to them hereunder, at law or in equity. In addition, in the event of default, Trustee, or his successors in trust, is hereby authorized and empowered, upon giving twenty (20) days' notice by three (3) publications in any newspaper, daily or weekly, of general circulation, published in the county wherein the property is located, to sell the property, or any part thereof, at the front door of the Courthouse in said county to the highest bidder for cash, at public outcry, free from all legal rights of redemption, exemptions of homestead, dower, elective share, rights by virtue of marriage, and all other exemptions of every kind, all of which are expressly waived; the statutory right of redemption under Tennessee Code Annotated 66-8-101 has been expressly waived. The Trustee or his successors in trust is

further authorized and empowered to execute and deliver a deed to the purchasers at such sale. The lawful holder and owner of said indebtedness may bid at any such sale. The purchasers at such sale shall be entitled to immediate possession of the property upon the delivery to purchasers by Trustee of a deed for the property. Prior to such sale, Trustee may enter and take possession of the property, in which case Trustee shall be accountable only for rents actually received by Trustee. In the event of sale hereunder, the proceeds will be applied by Trustee as follows:

FIRST - to pay all costs and charges of executing this trust, including attorneys' fees, Trustee's fees and expenses of any litigation which may arise on account of the execution and enforcement of this trust;

SECOND - to pay the indebtedness, or any balance thereof then remaining unpaid;

THIRD - to the payment of all land taxes which may be unpaid on said premises;

FOURTH - the remainder to be paid to such parties as are legally entitled to it.

IN THE EVENT of a sale of said property under and by virtue of this trust, Grantee and all persons holding under Grantee shall be and become tenants at will of the purchaser of the property from and after the execution and delivery of a deed to the purchaser, and shall pay the purchaser the reasonable rental value of the property after the sale. Said tenancy shall be terminated at the option of purchaser upon five (5) days' written notice.

GRANTEE, individually and for all who claim thereunder, hereby waives any and all rights to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or as provided herein. Holder SHALL NOT be required to MARSHALL ASSETS. Therefore, all persons are put on notice hereby, constructively or actually, by this complete waiver of marshalling of assets.

HOLDER, or any successor in interest to Holder, may from time to time remove any Trustee and may appoint a Successor Trustee by an instrument recorded in the county in which this deed of trust is recorded. Without conveyance of the property described herein, the Successor Trustee shall succeed to all the titles power, and duties conferred upon the trustee herein and by applicable law.

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.

IN WITNESS WHEREOF, we, the said GRANTORS and GRANTEES, hereunto set our hands at Brentwood, Tennessee, this the 30th day of October, 1990.

Joel E. White
JOEL E. WHITE

Benjamin F. Hill Jr.
BENJAMIN F. HILL, JR.

Reba Y. White
REBA Y. WHITE

Martha P. Hill
MARTHA P. HILL

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

The actual consideration or value, whichever is greater, for this transfer is $65,000.00.

AFFIANT

Subscribed and sworn to before me, this the 30TH day of October, 1990.

NOTARY PUBLIC

My commission expires: 5/22/93.

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named BENJAMIN F. HILL, JR. and wife, MARTHA P. HILL, 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 Brentwood, Tennessee, this 30TH day of October, 1990.

NOTARY PUBLIC

My commission expires: 5/22/93.

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

5008 10/31 0101 03CHECK 294.70

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named JOEL E. WHITE and wife, REBA Y. WHITE, 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 Brentwood, Tennessee, this 30TH day of October, 1990.

NOTARY PUBLIC

My commission expires: 5/22/93.

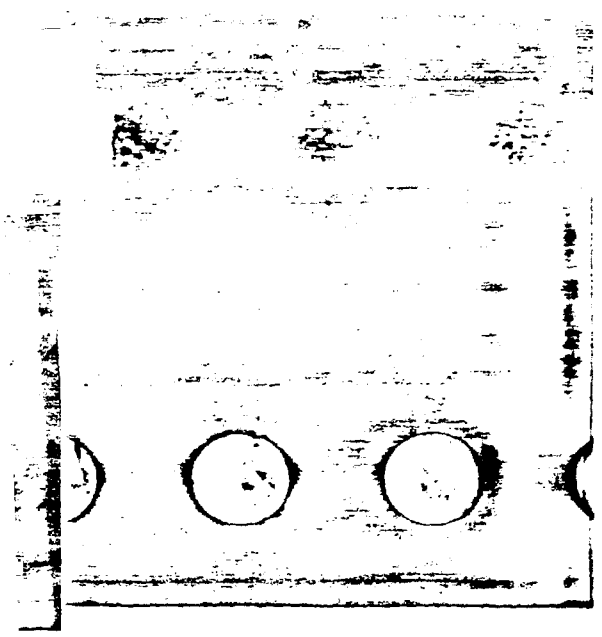
This instrument was prepared by:
DAVID COLEMAN, Attorney
9000 East Church St. B-102
Brentwood, TN 37027

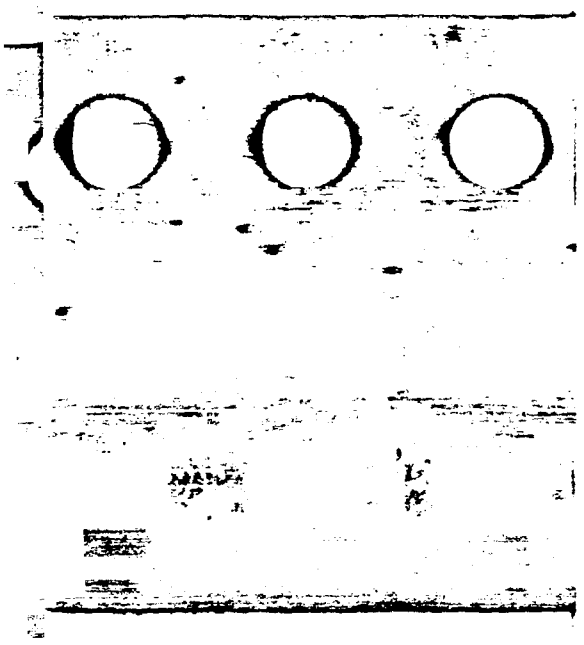
68956

IDENTIF. REFERENCE

OCT 31 11 59 AM '90

FELIX Z. [illegible]
DAVIDSON COUNTY TN.





OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 8227 PAGE 874

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 65000.00
MAMT 50000.00
CON TX 214.50
MOR TX 55.20
PRFEE 1.00
WDEED 24.00
TOTAL 294.70
CHECK 294.70

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK
10/31/90 01 10:58 0001 5008

68956

IDENTIF. TREFERENCE

OCT 31 10 59 AM '90

FELIX Z. WILSON, II
DAVIDSON COUNTY TN.

No. 369141