INSTALLMENT DEED

For and in Consideration of the sum of

Thirty thousand and no/100 Dollars,

of which no Dollars,

has been paid in cash by Shirley A. Foster and husband, Richard A. Foster

the receipt of which is hereby acknowledged, and for the remainder of said amount of

Thirty thousand Dollars,

the said Shirley A. Foster and husband, have executed and delivered their single promissory real estate lien note in said amount of $30,000.00 payable on the 15th day of January, 1990 and monthly thereafter in the amount of $330.33 for a total number of 240 payments, the interest rate is 12% per annum and is included in said payments and said note may be payed in full on any paying date by paying only the accrued interest at the time of payment.

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $ 30,000.00."

and to secure the payment of the debt hereinabove set out together with all charges and claims made and provided in the said instrument or note evidencing the debt, reference to which is here made, a lien is expressly retained on the land herein conveyed, Bert C. Ferguson, Inc.

has ~~have~~ this day bargained and sold, and does ~~do~~ hereby transfer and convey unto the said

Shirley A. Foster and husband, Richard A. Foster, their heirs and assigns,

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

Being Lot No. 8 on the Plan of Weakley and Dodds Subdivision of Lot 17 plan of Brooklin, of record in Book 57, page 126 of the Register's Office for Davidson County, Tennessee.

Said Lot No. 8 fronts 50 feet on the Westerly side of Weakley Avenue and runs back between parallel lines 150 feet to an alley.

Being the same property conveyed to Poe & Ferguson, Inc. by Herbert Franklin Carney and wife, Susie Marie Carney of record in Book 3649, page 393, Register's Office for Davidson County, Tennessee.

The charter of Poe and Ferguson, Inc. was amended by articles of amendment changing the name to Bert C. Ferguson, Inc.

This is unimproved ( ) improved (XX) property, known as 515 Weakley Avenue (House Number) (Street) Nashville, TN (P. O. Address: City or Town) 37207 (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Shirley A. Foster and husband, Richard A. Foster, their heirs and assigns forever. grantor covenant that it is lawfully seized and possessed of said real estate in fee simple, ~~have~~ has a good right to convey it, and that the same is unencumbered.

Grantor further covenants and binds itself, heirs and representatives, to warrant and forever defend the title to said Shirley A. Foster and husband, Richard A. Foster 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 said lien notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, we, the said Shirley A. Foster and husband, Richard A. Foster

do hereby transfer and convey unto Robert R. Poe, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

we, the said Shirley A. Foster and husband, Richard A. Foster 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 the insurable value until the notes herein secured are 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 and holder of said notes, as his interest may appear.

We further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case we fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, 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.

Now, if we, the said Shirley A. Foster and husband, Richard A. Foster shall pay the notes aforesaid when due, according to their 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 we fail to pay any one of said notes or part thereof, promptly at maturity 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 notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said notes, 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 notes, or any of said notes then past due and unpaid, all remaining unpaid notes 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, the statutory right of redemption, homestead, dower, statutory or elective rights, 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. we agree, that the Trustee may, at any time after default in the payment of any one of said notes, 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 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:

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 notes 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 Shirley A. Foster and husband, Richard A. Foster, their 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 lien notes, or, if more than one, then of the first-maturing unpaid 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 Robert R. Poe, 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.

IN WITNESS WHEREOF, we, the said BERT C. FERGUSON, INC. and Shirley A. Foster and Richard A. Foster hereunto set our hands at Nashville, Tennessee, this the 14 day of Dec. 1990

Bert C. Ferguson, Inc.
by Bert C. Ferguson President
Shirley A. Foster
Richard A. Foster

STATE OF TENNESSEE
Davidson County

Personally appeared before me, JEAN M. ANDERSON, a Notary Public in and for said County and State, the within named Shirley A. Foster and Richard A. Foster

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 purpose therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 14 day of Dec. 1990

Jean M. Anderson Notary Public

Commission Expires Nov 21, 1992

STATE OF TENNESSEE
Davidson County.

Before me, JEAN M. ANDERSON, a Notary Public in and for the State and County aforesaid, personally appeared

with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of the BERT C. FERGUSON INC. a corporation, and that he as such President, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as PRESIDENT

Witness my hand and official seal at Nashville, Tennessee, this 14 day of DEC. 1990

Jean M. Anderson Notary Public

Commission Expires Nov 21, 1992

STATE OF TENNESSEE
COUNTY OF _____

Before me, _____, a Notary Public in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a partner of _____, the within named bargainor, a partnership and that he as such partner, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by himself as a partner.

Witness my hand and official seal at Nashville, Tennessee, this _____ day of _____, 19____

_____, Notary Public.

Commission Expires _____

9134 12/27 3401 DOC#BOX 144.00

79891

IDENTIF. TREFERENCE

DEC 17 10 10 AM '90

FELIX A. WILSON REGISTER
DAVIDSON COUNTY TN.

Paid Up

BOOK 8258 PAGE 259

INSTALLMENT DEED

FROM Bert C. Ferguson, Inc.

TO Shirley A. Foster and husband, Richard A. Foster

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Shirley A. Foster (NAME)	SAME (NAME)	071-10-0
515 Weakley Ave (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	033.00
Nashville TN 37207 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY
J.B. Watson, Jr. Atty.
3805 Gallatin Rd.
Nashville, TN 37216

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 30000.00 Shirley A. Foster
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 14 DAY OF Dec 19 90

Notary Public

MY COMMISSION EXPIRES: Nov 21, 1992

(AFFIX SEAL)

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 8258 PAGE 260

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	30000.00
MAMT	30000.00
CON TX	99.00
MOR TX	32.20
PRFEE	1.00
WDEED	12.00
TOTAL	144.20
CHECK	144.20

12/17/90 01 10:10 0001 9734

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

79891

IDENTIF. REFERENCE

DEC 17 10 10 AM '90

FELIX Z. WILSON II, REGISTER
DAVIDSON COUNTY TN.

No. 382150