Suite [illegible], Third N[illegible] Bk. Bldg.
Nashville, TN 37219

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Patrick A. Ruth, et ux	Same	130-10
(NAME:) 4418 Georgian Place	(NAME:)	Parcel 112
(STREET ADDRESS OR ROUTE NUMBER) Nashville, TN 37215	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

BOOK 8322 PAGE 940

FOR AND IN CONSIDERATION of the sum of Four Hundred Twenty-Two Thousand and no/100 ($422,000.00)---------- *Dollars,*

of which One Hundred Thousand and no/100 ($100,000.00)---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Three Hundred Twenty-Two Thousand and no/100 ($322,000.00)---------- *Dollars,*

Patrick A. Ruth and wife, Diane Ruth, *have executed*

a promissory note of even date payable to Sallie H. Read

03858 IDENTIF. REFERENCE

APR 3 11 04 AM '91

FELIX Z. N[illegible] REGISTER
DAVIDSON COUNTY TN.

1605 04/03 0101 03CHECK 1773.60

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,

Sallie H. Read
has
~~have~~ *this day bargained and sold, and do hereby transfer and convey unto the said*

Patrick A. Ruth and wife, Diane Ruth, their *(successors), heirs and assigns,*

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

Land in Davidson County, Tennessee, in the 7th Civil District, being Lot No. 14 of Block 3, Section 10, on the Plan of Belle Meade Subdivision of part of Block "D", Belle Meade Subdivision No. 2, of record in Book 3300, pages 41 and 42, Register's Office for said County, described as follows:

Beginning at an iron pin on the northerly margin of Georgian Place at the corner of Lots 14 and 15; thence with said Place, westwardly 146.7 feet, passing a concrete monument at 123.7 feet, to an iron pin at the southeast corner of a lot marked "Reserved"; thence with the easterly line of said reserved lot, northwardly 278.5 feet to a concrete monument, witness line; continuing in the same direction 45 feet, more or less, to the center of Richland Creek; thence with the center of said Creek, eastwardly 280 feet, more or less, to the northwest corner of Lot No. 15; thence with the westerly line of said Lot No. 15, southwardly 50 feet to an iron pin, witness line; continuing in the same direction 249.9 feet, in all 299.5 feet, to the beginning.

Being the same property conveyed to Robert R. Read and wife, Sallie H. Read, by deed from George T. Hicks and wife, Sallie Read Hicks, and Jim Gillespie, of record in Book 3791, page 559, Register's Office of Davidson County, Tennessee; the same Robert R. Read has since died.

The maximum principal indebtedness for Tennessee recording tax purposes is $322,000.00.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $422,000.00

Subscribed and sworn to before me, this the 29th day of March 19 91

My commission expires: 11-26-94
(Affix Seal)

NOTARY PUBLIC

Patrick A. Ruth

Notary Public

In the event the Trustors should transfer, convey or dispose of the property, the Promissory Note of even date may be callable upon thirty (30) days' notice by the Holder of the Promissory Note.

This is unimproved ( ) improved (X) property, known as 4418 Georgian Place, Nashville, TN 37215
(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 Patrick A. Ruth and wife, Diane Ruth, their *(successors), heirs and assigns forever.* I *covenant that* I am *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 for restrictions of record. 1990 taxes have been prorated by the parties and assumed by the Grantees.

I my *further covenant and bind heirs and representatives, to warrant and forever defend the title to said real estate to said* Patrick A. Ruth and wife, Diane Ruth, their *(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 Patrick A. Ruth and wife, Diane Ruth, *hereinafter referred to as trustors, hereby transfer and convey unto* Ralph Z. Levy, Jr., *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 $422,000.00 *, 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

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.

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:

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.

BOOK 8322 PAGE 942

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 29th day of March, 1991

Patrick A. Ruth
PATRICK A. RUTH

Diane J. Ruth
DIANE RUTH

Sallie H. Read
SALLIE H. READ

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Susanne C. Pugh, a Notary Public in and for said County and State, PATRICK A. RUTH AND WIFE, DIANE RUTH,

the within named bargainors, 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 29th day of March, 1991.

NOTARY PUBLIC DAVIDSON COUNTY

Susanne C. Pugh
Notary Public

Commission expires 11-26-94

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Susanne C. Pugh SALLIE H. READ, *a Notary Public in and for said County and State,* .....

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

Witness my hand and official seal at Nashville, Tennessee *this* 29th *day of* March, *19* 91.

Susanne C. Pugh, *Notary Public*

Commission expires 11-26-94

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*

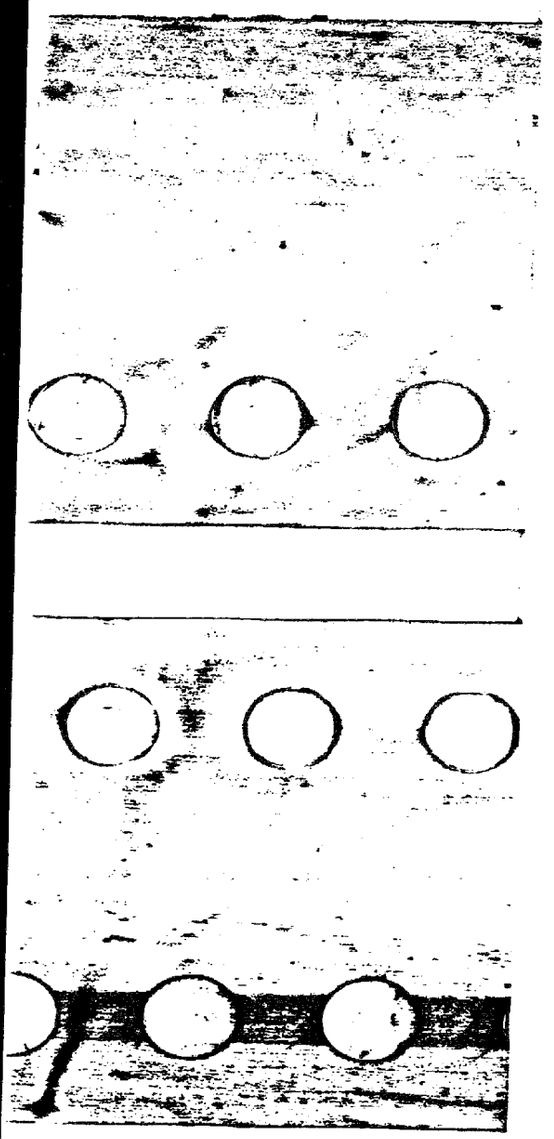
Commission expires .....

PLEASE RETURN BY MAIL TO:
WYATT, TARRANT, COMBS, GILBERT & MILOM
Third Nat'l Bk. Building, 13th Floor
Nashville, TN. 37219

INSTALLMENT DEED

FROM
PATRICK A. RUTH AND WIFE,
DIANE RUTH
TO
SALLIE H. READ

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 _____

BOOK 8322 PAGE 944

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 422000.00
MAMT 322000.00
CON TX 1392.60
MOR TX 368.00
PRFEE 1.00
WDEED 12.00
TOTAL 1773.60
CHECK 1773.60

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

04/03/91 01 11:04 0001 1605

03858

IDENTIF. REFERENCE

APR 3 11 04 AM '91

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY TN.

No. 409707