THE MAXIMUM INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $33,000.00

Mortgagee: Carol Edde
7685 Old Charlotte Pike
Nashville, TN 37209

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INSTALLMENT DEED

THIS INSTRUMENT WAS PREPARED BY		
Richard R. Hedgepath, Atty., 4800 Charlotte Avenue, Nashville, TN 37209		
NAME ADDRESS		
ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
David M. Burke, et ux	SAME	Map 91-14
(NAME) 509 Newton St.	(NAME)	Parcel 2
(ADDRESS) Nash TN 37209	(ADDRESS)	
(CITY) (STATE) (P.O.ZIP)	(CITY)(STATE)(ZIP)	

FOR AND IN CONSIDERATION OF THE SUM OF THIRTY-FIVE THOUSAND AND 00/100 DOLLARS ($35,000.00) OF WHICH TWO THOUSAND AND NO/100 ($2,000.00) HAS BEEN PAID BY GRANTEES FOR ALL OF WHICH GRANTORS HEREBY ACKNOWLEDGE AND FOR THE REMAINDER GRANTEES HAVE THIS DATE EXECUTED THEIR JOINT PROMISSORY NOTE IN THE PRINCIPAL AMOUNT OF THIRTY-THREE THOUSAND AND NO/100 DOLLARS ($33,000.00) PAYABLE TO CAROL EDDE, SAID AMOUNT TO BE PAID IN TWO HUNDRED FORTY MONTHLY INSTALLMENTS IN THE AMOUNT OF $340.63 EACH, WHICH INCLUDES INTEREST AT THE RATE OF ELEVEN PERCENT PER ANNUM, WITH THE FIRST PAYMENT DUE AND PAYABLE THE 1ST DAY OF JUNE, 1991 AND A LIKE PAYMENT ON THE SAME DAY OF EACH SUCCEEDING MONTH UNTIL PAID IN FULL. SAID PAYMENTS TO BE APPLIED FIRST TO INTEREST AND THE REMAINDER TO PRINCIPAL.

We, Carol Edde, unmarried and Helen Rose, unmarried, hereinafter called the Grantors, have this day bargained and sold, and do hereby transfer and convey unto David M. Burke and wife, Janet R. Burke, hereinafter called Grantees all our right, title and interest in and to the below described property, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

A certain tract or parcel of land in the County of Davidson, State of Tennessee, described as follows, to-wit:

Land in Davidson County, Tennessee, being the northerly 56 feet of the southerly 106 feet of Lots Nos. 172 and 173 on the Map of West Nashville Heights, as of record in Book 332, Page 127, Register's Office for said County.

Being the same property conveyed to Carol Edde and Helen Rose by deed from Robert W. Parkhurst and wife, Sandra H. Parkhurst of record in Book 6933, Page 776 Register's Office for Davidson County, Tennessee.

This property is conveyed subject to Restrictive Covenants in instrument of record in Book 1312, Page 279, said Register's Office, the plan of record in Book 332, Page 127, said Register's Office and subject to all applicable local government planning, building and zoning regulations.

THIS PROPERTY, INCLUDING ALL IMPROVEMENTS THEREON, IS SOLD AS IS, THAT IS WITHOUT WARRANTY OF ITS CONDITION.

Carol A. Edde and Carol Edde are one and the same person. Helen Rose and Helen M. Rose are one and the same person.

Improved Property 509 Newton St., Nashville, TN 37209
(House Number) (Street) (City) (State) (Zip)

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their heirs and assigns, forever. We covenant that we are lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and the same is unencumbered.

We further covenant and bind ourselves, our heirs and representatives, to warrant and 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 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 grantees herein do hereby transfer and convey unto Richard R. Hedgepath, 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 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 maximum insurable amount 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 pay to the Grantor, Carol Edde, a sum each month equaling one-twelfth of the amount necessary to pay in full the realty taxes and insurance on the property in addition to the note and all other assessments. 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 grantors, 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 grantors are in default 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 fifteen days from date of such payment; or if we die; or if we are in any bankruptcy proceedings, either voluntary or non-voluntary; or if all or any part of the property or any interest in it is sold or transferred without lender's prior written consent; we are then immediately in default and 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 weekly publications in a newspaper of general circulation, 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 conveyance. We agree that the Trustee, may at any time, after default, 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 advise 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 the person, persons or entities legally entitled thereto.

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 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 his trusteeship.

IN WITNESS WHEREOF, we, the said grantors and grantees, have hereunto set our hands this the 16th day of May, 1991.

PICK-UP 15178

Carol Edde
CAROL EDDE

David M. Burke
DAVID M. BURKE

Helen Rose
HELEN ROSE

Janet R. Burke
JANET R. BURKE

MAY 17 2 04 PM '91
FEE $ TAX $ NOT RECORDED
REGISTER'S OFFICE DAVIDSON COUNTY, TN
IDENTIFICATION REFERENCE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON) The actual consideration or value whichever is greater, for this transfer is: $35,000.00
Subscribed and sworn to before me, this the 16th day of May, 1991.

Janet R. Burke
Affiant

My commission expires: 9-25-93
(Affix Seal)

Joyce Jordan
NOTARY PUBLIC

JOYCE JORDAN NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

3120 05/17 0101 03CHECK 161.15

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Carol Edde, Helen Rose, David M. Burke and Janet R. Burke, 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.

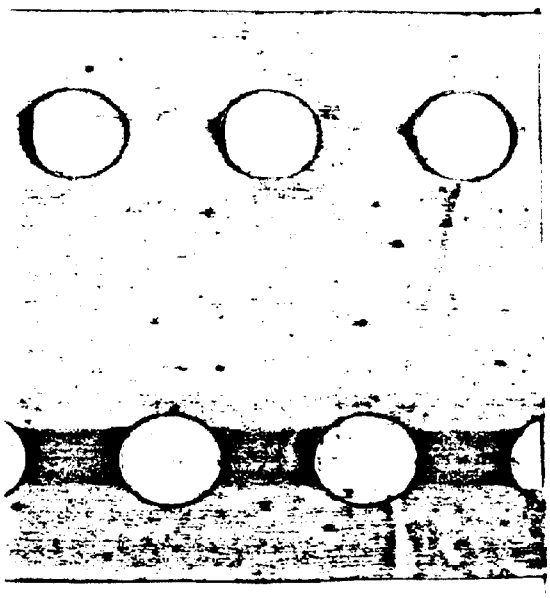
Witness my hand and official seal at Nashville Tennessee, this 16 day of May, 1991.

Joyce Jordan
NOTARY PUBLIC

JOYCE JORDAN NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My commission expires: 9-25-93





OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

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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 35000.00	
			MAMT 3300.00	
			VOID	
			MAMT 3300.00-	
			MAMT 33000.00	
			CON TX 115.50	
			MOR TX 35.65	
			PRFEE 1.00	
			WDEED 9.00	
			TOTAL 161.15	
			CHECK 161.15	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

05/17/91 01 14:05 0001 3120

15178

IDENTIFICATION REFERENCE

May 17 2 04 PM '91

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY

No. 422713