File No: _____

The maximum principal indebtedness for Tennessee recording tax purposes is $ 100,000.00 .

Address New Owner:	Send Tax Bills to:	Map/Parcel
M. Lee Barrett, Jr. 976 Murfreesboro Road Nashville, TN 37217	Same	Map 85-11 Parcel 104

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of $100,000.00, of which $6,000.00 has been paid in cash by M. LEE BARRETT, JR. (the Grantee), the receipt of which is hereby acknowledged, and of which $ 48,578.58 , the now outstanding balance of the first mortgage, is hereby expressly assumed by said Grantee, said indebtedness being evidenced by a certain Note and Deed of Trust of record in Book 7922, Page 686, Register's Office for Davidson County, Tennessee, and for the remainder $ 45,421.42 , the said Grantee has this day executed his one promissory note in the principal sum of $ 45,421.42 , payable to the order of O. E. Walton and wife, Eva D. Walton, (the Grantors), and given as part of the purchase money on the herein described property.

SAID NOTE is payable in 59 consecutive monthly installments of $600.00 each, including both principal and interest, interest being at the rate of 10.00% per annum on the unpaid principal sum and a 60th and final installment becoming due and payable on November 15, 1995, in the amount of the then unpaid principal sum plus any accrued interest; the first payment falling due on the 15th day of December, 1990, and continuing on the 15th day of each consecutive month until both principal and interest are fully paid. Amounts paid will be credited first to interest due; balance to unpaid principal sum.

GRANTORS hereby agree to subordinate this mortgage held by them and lien securing said Note in the event Grantee chooses to improve and/or develop the within-described property.

ALL of said note(s) bearing interest from date as aforesaid, and providing for payment of attorney's fees, and to secure the payment of said note(s), principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, O. E. WALTON and wife, EVA D. WALTON, hereinafter referred to as GRANTORS, have this day bargained and sold, and do hereby transfer and convey unto the said M. LEE BARRETT, JR., unmarried, hereinafter referred to as GRANTEE, his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land lying in the 3rd Civil District of Davidson County, Tennessee, being described according to a copy of a survey by J. R. Wauford & Co., Engineers, April 6, 1957, as follows:

Beginning at an iron pin in the northwesterly margin of Lebanon Pike a corner of a two acre tract being conveyed to L. S. Love and wife, said point being 215.1 feet southwest from an iron pin at a corner of the property conveyed to O. E. Walton by deed of record in Book 1758, Page 628, Register's Office for Davidson County, Tennessee; thence with said Pike in a southerly direction 209.9 feet to an iron pin in the corner of the W. C. Pride Property; thence along Pride's line, North 56

degrees 07 minutes West 427 feet to an iron pin being a post at Pride's northeast corner and continuing along this line extended 130 feet more or less to a point in the southeast boundary of the Harold E. Stanford Property; thence along Stanford's Line, North 26 1/2 degrees East 100 feet to an iron pin by a post; thence North 26 degrees 49 minutes East 214.5 feet to an iron pin by a post; thence South 61 degrees 30 minutes East 164.4 feet to an iron pin at a corner of the residence tract shown on said survey; thence South 25 degrees 45 minutes West 215 feet to an iron pin ; thence South 61 degrees 28 minutes East 405.3 feet to the beginning, containing 3 acres more or less.

BEING THE SAME PROPERTY (and legal description) conveyed to O. E. Walton and wife, Eva D. Walton by deed from W. D. Martin, unmarried, of record in Book 2647, page 465, Register's Office for Davidson County, Tennessee.

THIS property is conveyed subject to Deed of Trust of record in Book 7922, page 686, said Register's Office; Easement(s) of record in Book 5196, page 760, said Register's Office; and to all applicable local government planning, building and zoning regulations. This is ( ) improved (X) unimproved property.

IT IS AGREED and understood that the above-named Grantee does hereby assume and agree to pay the remaining unpaid balance of a Deed of Trust of record in Book 7922, Page 686, said Register's Office.

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 GRANTEE, his 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 and assigns, to warrant and forever defend the title to said real estate to said GRANTEE, his 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 GRANTEE does hereby transfer and convey unto DAVID COLEMAN (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 DAVID COLEMAN, TRUSTEE, and his successors in trust, forever. Grantee covenants that he is lawfully seized of the said property and has a good right to convey it and that the same is unencumbered, unless otherwise herein set out.

GRANTEE further covenants and binds himself, his heirs and assigns, to warrant and defend the title to said property to the said DAVID COLEMAN, TRUSTEE and his successors in trust,

and his assigns, forever, against the lawful claims of all persons.

GRANTEE further agrees 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, Grantee 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. Grantee 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.

GRANTEE 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 Grantee 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 Grantee, 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.

I, THE SAID GRANTEE, 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, Grantee 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 Grantee (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.

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 GRANTEE, hereunto set our hands at Nashville, Tennessee, this the 14th day of February, 1991.

M. Lee Barrett

M. LEE BARRETT, JR.,
unmarried

O. E. Walton

O. E. WALTON

Eva Dimple Walton

EVA D. WALTON

STATE OF TENNESSEE
COUNTY OF Davidson

0865 07/11 0101 03CHECK 504.70

The actual consideration or value, whichever is greater, for this transfer is $100,000.00.

M. Lee Barrett

AFFIANT

Subscribed and sworn to before me, this the 14 day of February, 1991.

Notary Public

NOTARY PUBLIC

My commission expires: 7/31/91.

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 100,000.00

M. Lee Barrett
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 11th DAY OF July 1991.

Deputy Register

IDENTIFICATION REFERENCE

Jul 11 3 50 PM '91
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

30125

STATE OF TENNESSEE
COUNTY OF Davidson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named M. Lee Barrett unmarried, the bargainor, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 14 day of February, 1992.

NOTARY PUBLIC

My Commission Expires: 7/31/97

STATE OF TENNESSEE
COUNTY OF Davidson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named O. E. Walton and wife, Eva D. Walton, 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 14 day of February, 1992.

NOTARY PUBLIC

My commission expires: 7/21/92.

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



OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 8396 PAGE 133

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 100000.00
MAMT 100000.00
CON TX 370.00
MOR TX 112.70
PRFEE 1.00
WDEED 21.00
TOTAL 504.70
CHECK 504.70

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK 1992 0002 0865

30125.

IDENTIFICATION REFERENCE

Jul 11 3 50 PM '91

FELIX Z WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 439892