INSTALLMENT DEED BOOK 8510 PAGE 684

For and in Consideration of the sum of Seventy-Five Thousand ($75,000.00) Dollars, of which Twenty-Five Thousand ($25,000.00) Dollars, has been paid in cash by Kathy D. Augustin the receipt of which is hereby acknowledged, and for the remainder Fifty Thousand ($50,000.00) Dollars, the said Kathy D. Augustin and Louis P. Augustin have executed two Installment Deed notes payable to the order of Paul W. Earheart and Johnnie P. Earheart.

One note in the principal amount of $25,000.00 bearing 9 percent interest due and payable on or before December 17, 1992.

One note in the principal amount of $25,000.00 bearing 9 percent interest payable in 120 equal monthly installments of $316.69 each beginning January 17, 1992 and on the same day of each succeeding month thereafter until paid in full. Said note may be paid at any time without penalty.

Maximum Principal indebtedness for Tennessee recording Tax Purposes is $ 50,000.00

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, We, Paul W. Earheart, a single person, and Johnnie P. Earheart, a single person,

have this day bargained and sold, and do hereby transfer and convey unto the said Kathy D. Augustin, a single person, her heirs and assigns,

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

Land in Davidson County, Tennessee, being improved land and property in the 11th Civil District of said County, and described according to a survey made by Harvey Gee, Surveyor, dated November 10, 1960, as follows:

Beginning at a point in the easterly margin or Ronnie Road, which point is 327.59 feet south of a concrete monument in the east margin of said road, opposite a turn into Campbell Road; thence north 85 deg. east 352.5 feet to a point; thence south 49 deg. 16' east 139.68 feet to a point; thence south 85 deg. west 450 feet to a point in the easterly margin of Ronnie Road; thence with the margin of the same north 5 deg. west 100 feet to the point of beginning.

Begin the same property conveyed to Doyle O. Earheart and Paul W. Earheart by deed from Myrtle E. Thompson, a single person, of record in Book 5654, Page 161 Register's Office for Davidson County, Tennessee.

Doyle O. Earheart, a single person died intestate on September 6, 1987. He was survived by his parents, his father, Alvin H. Earheart and his mother Johnnie P. Earheart. His father, Alvin H. Earheart died Testate on December 16, 1987 and by Will of record in Will Book 177, Page 531, Davidson County Probate Clerk's Office for Davidson County, Tennessee devised said property to Johnnie P. Earheart.

This is unimproved ( ) improved ( ) property, known as 708 Ronnie Rd., Madison, TN 37115
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Kathy D. Augustin 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 that the same is unencumbered.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Kathy D. Augustin, her 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 in hand paid, I, the said Kathy D. Augustin

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

I, the said Kathy D. Augustin 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.

I 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 I 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 I, the said Kathy D. Augustin 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 I 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; 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. I 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. I 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 Kathy D. Augustin 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 Dewey Pedigo, Jr., 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 Paul W. Earheart and Johnnie P. Earheart and Kathy D. Augustin hereunto set our hands at Nashville, Tennessee, this the 17th day of December 19 91

X Kathy D. Augustin
Johnnie P. Earheart
Paul W. Earheart

STATE OF TENNESSEE
Davidson County

BOOK 8510 PAGE 686

Personally appeared before me, Dewey W. Pedigo, a Notary Public in and for said County and State, the within named Paul W. Earheart, Johnnie P. Earheart and Kathy D. Augustin

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 17th day of December 19 91

Dewey W. Pedigo, Notary Public

Commission Expires 7-23-94

STATE OF TENNESSEE

_____ County.

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 the _____ of the _____, a corporation, and that he as such _____, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as _____.

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

_____, Notary Public.

Commission Expires _____

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 _____

BOOK 8510 PAGE 687

7.0405

TENNESSEE REFERENCE

DEC 18 1 35 PM '91

PICK-UP

INSTALLMENT DEED

FROM
PAUL W. EARHEART and
JOHNNIE P. EARHEART
TO
KATHY D. Augustin

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

3608 12/18 0101 03CHECK 345.70

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Kathy D. Augustin	same	Map 042-030
(NAME)	(NAME)	
709 Ronnie Road		Par 111
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Madison, TN 37115		
(CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

Dewey W. Pedigo, Atty.
3204 Freno Lane
Nashville, TN 37214

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

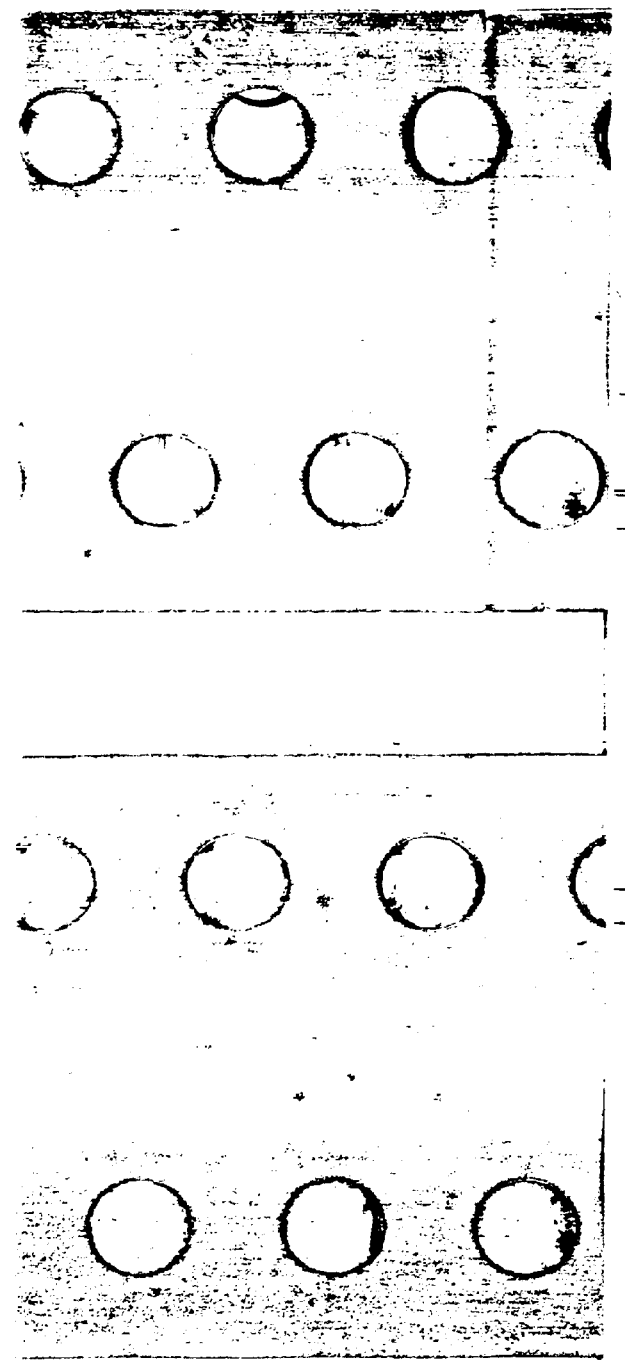
$ 75,000.00 Dewey W. Pedigo
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 18th DAY OF December, 1991.

Nancy P. Cothey
Notary Public

MY COMMISSION EXPIRES: 3-19-92

(AFFIX SEAL)



OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 8510 PAGE 688

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

CAMT 75000.00
MAMT 50000.00
CON TX 277.50
MOR TX 55.20
PRFEE 1.00
WDEED 12.00
TOTAL 345.70
CHECK 345.70

12/18/91 01 13:36 0001 3608

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

7.0405.

IDENTIFI REFERENCE

Dec 18 1 35 PM '91

No. 486111