THIS INSTRUMENT WAS PREPARED BY: Charles R. Niewold, Attorney
214 Third Avenue, North
P.O. Box 3348
Nashville, TN 37219-0348

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $29,500.00.

Veronica Delois Edmiston
Affiant

Sworn to and subscribed before me this 11th day of March, 1992.

My Commission Expires:
5/20/92

Notary Public

ADDRESS NEW OWNER:	SEND TAX BILLS TO:	MAP/PARCEL NO:
Veronica Delois Edmiston 305 N. 9th Street Nashville, TN 37206	SAME	82-12-120 19W-15095

[illegible] 152 53

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of Twenty Nine Thousand Five Hundred and 00/100 ($29,500.00) Dollars,

(a) of which One Thousand and 00/100 ($1,000.00) Dollars has been paid in cash by VERONICA DELOIS EDMISTON ("Grantee"), the receipt of which is hereby acknowledged ROBERT E. POOLE ("Grantor"), and

(b) for the remainder of Twenty Eight Thousand Five Hundred and 00/100 ($28,500.00) Dollars, the Grantee has executed a promissory note of even date herewith payable at $313.80 per month at 12.00% interest for 240 months with the first payment being due on May 1, 1992, with a lien being hereby expressly retained on the land herein conveyed to secure the payment of the above-described promissory note and all sums due thereunder, the Grantor has bargained and sold, and by these presents does transfer and convey unto the Grantee, her heirs and assigns, subject however to the lien expressly retained on the land herein conveyed, a certain tract or parcel of land in Davidson County, Tennessee, described as follows:

Land in Davidson County, Tennessee, being Lot No. 169 on the Plan of Neill S. Brown's Addition to East Nashville, as of record in Book 57, page 50, Register's Office for said County.

Said Lot No. 169 fronts 50 feet on the easterly side of North Ninth Street and runs back between parallel lines, 170 feet to an alley.

Being the same property conveyed to Robert E. Poole by quitclaim deed from Pradie Tibbs and Daniel Tibbs, of record in Book 8483, page 846, Register's Office for Davidson County, Tennessee.

Neither this deed of trust nor the indebtedness secured hereby may be assumed without the prior written permission of the holder of the indebtedness. The legal description was supplied by the holder of the indebtedness and the preparer of this deed does not warrant title to said property nor that this description is accurate.

Additionally, this conveyance is made subject to:

1. 1992 taxes, a lien but not yet due and payable.

2. Matters shown on the Plan of record in Book 57, page 50, Register's Office for Davidson County, Tennessee.

3. Codes letter of record in Book 8246, page 764, Register's Office for Davidson County, Tennessee.

This is improved property known as 305 N. 9th Street, Nashville, Tennessee 37206.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, her heirs and assigns, forever, and the Grantor does covenant with the said Grantee that Grantor is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, unless otherwise herein set out; and Grantor does further covenant and bind himself, his heirs and representatives, to warrant and forever defend the title to the said land to the said Grantee, her heirs and assigns, against the lawful claims of all persons whomsoever.

And now, for the purpose of better and more effectively securing the payment of said promissory note, and so that court proceedings will not be necessary to enforce the herein described lien in the event of the non-payment of the note according to its terms, or a breach thereof, and for and in consideration of the sum of One and 00/100 ($1.00) Dollar to her paid, and other consideration herein mentioned, the receipt and sufficiency of which is hereby acknowledged, VERONICA DELOIS EDMISTON (now "Grantor") has this day bargained and sold, and does hereby transfer and convey to CHARLES R. NIEWOLD, TRUSTEE, ("Grantee") and his successors in trust, the land hereinabove described.

Maximum principal indebtedness for Tennessee recording tax purposes if $28,500.00.

TO HAVE AND TO HOLD said tract or parcel of land to the said CHARLES R. NIEWOLD, TRUSTEE, and his successors in trust, forever. The Grantor, VERONICA DELOIS EDMISTON further covenants and binds herself, her heirs and assigns, to warrant and defend the title to said land to the said CHARLES R. NIEWOLD, TRUSTEE, and his successors in trust, and his assigns forever, against the lawful claims of all persons. However, this conveyance to the said CHARLES R. NIEWOLD, TRUSTEE is made IN TRUST to secure the payment of said promissory note and all sums due thereunder and for the uses and trusts herein set forth, and for no other purpose.

No part of the said land or any interest therein shall be sold or transferred by the Grantor without the prior written consent and approval of the owner and holder of the indebtedness secured herein.

Now if the Grantor shall pay the indebtedness aforesaid when due, according to the terms of said promissory note, then this instrument is to be of no further force or effect. However, if she fails to pay the said sums of money when due as aforesaid, or any part of said sum, according to the terms above expressed, then all of the indebtedness hereby secured shall, at the option of the owner and holder thereof, and without notice, become immediately due and payable, and upon such default, this conveyance remains in full force and effect, and the said Trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty-one (21) days' notice, by written publication in any newspaper published in Davidson County, Tennessee, to sell said land at the Courthouse door in said County, to the highest bidder, for cash, and free from the statutory right of redemption, equity of redemption, (homestead, dower, statutory and elective rights), and all other exemptions of every kind, all of which are hereby expressly waived, and the said Trustee, or his successor in trust, is authorized to make a deed to the purchaser. The owner and holder of the indebtedness herein secured may bid at any sale under this conveyance. The Grantor agrees that the Trustee may, at any time after default in payment of principal or interest as each falls due respectively, enter and take possession of said land, and shall only account for net rents received by him.

The Grantor agrees to keep the property insured by some reliable fire insurance company or companies for the sum of the maximum insurable amount, until the sum herein secured is fully paid, and to have the loss made payable on the policy or policies to said Trustee for the benefit of the owner and holder of the debt herein secured. The Grantor agrees to keep the improvements on said property in good repair and preservation and to pay all taxes and assessments, and to pay them when due; and in case it fails to do either, then said Trustee, or the owner and holder of the debt herein secured, may do either, and charge and treat the amount so expended as a part of the debt herein secured.

In case of sale under the deed of trust herein contained, the proceeds will be applied by the Trustee:

First - to pay all the costs and charges of executing this trust, including attorneys' fees and the expenses of any litigation that may arise on account of the execution and enforcement of this trust.

Second - to pay any unpaid taxes or assessments.

Third - to pay said debt, or any balance thereof then remaining unpaid.

Fourth - the residue to be paid to the undersigned or order.

In case 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 and holder of the debt herein secured is hereby authorized to name and appoint a successor to execute this trust, and the title herein conveyed to CHARLES R. NIEWOLD, TRUSTEE, shall be vested in said successor.

In the event of a sale of said land under and by virtue of this trust, the said Grantor, and all persons holding under her, shall be and become tenants at will of the purchaser of the same, from and after the execution and delivery of a deed to such purchaser, said tenancy to be terminated at the option of said purchaser upon five (5) days' written notice.

It is further agreed that the said Trustee, or his successors, may execute the power of sale herein contained and the other powers and rights without giving bond or taking oath.

Wherever 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, the parties have executed this instrument on the 11th day of March, 1992.

Robert E. Poole
ROBERT E. POOLE

Veronica Delois Edmiston
VERONICA DELOIS EDMISTON

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared ROBERT E. POOLE, the bargainor, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee this 11th day of March, 1992.

NOTARY PUBLIC

My Commission Expires:
5-20-92

MAIL ENV.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared VERONICA DELOIS EDMISTON, the bargainor, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee this 11th day of March, 1992.

NOTARY PUBLIC

My Commission Expires:
5-20-92

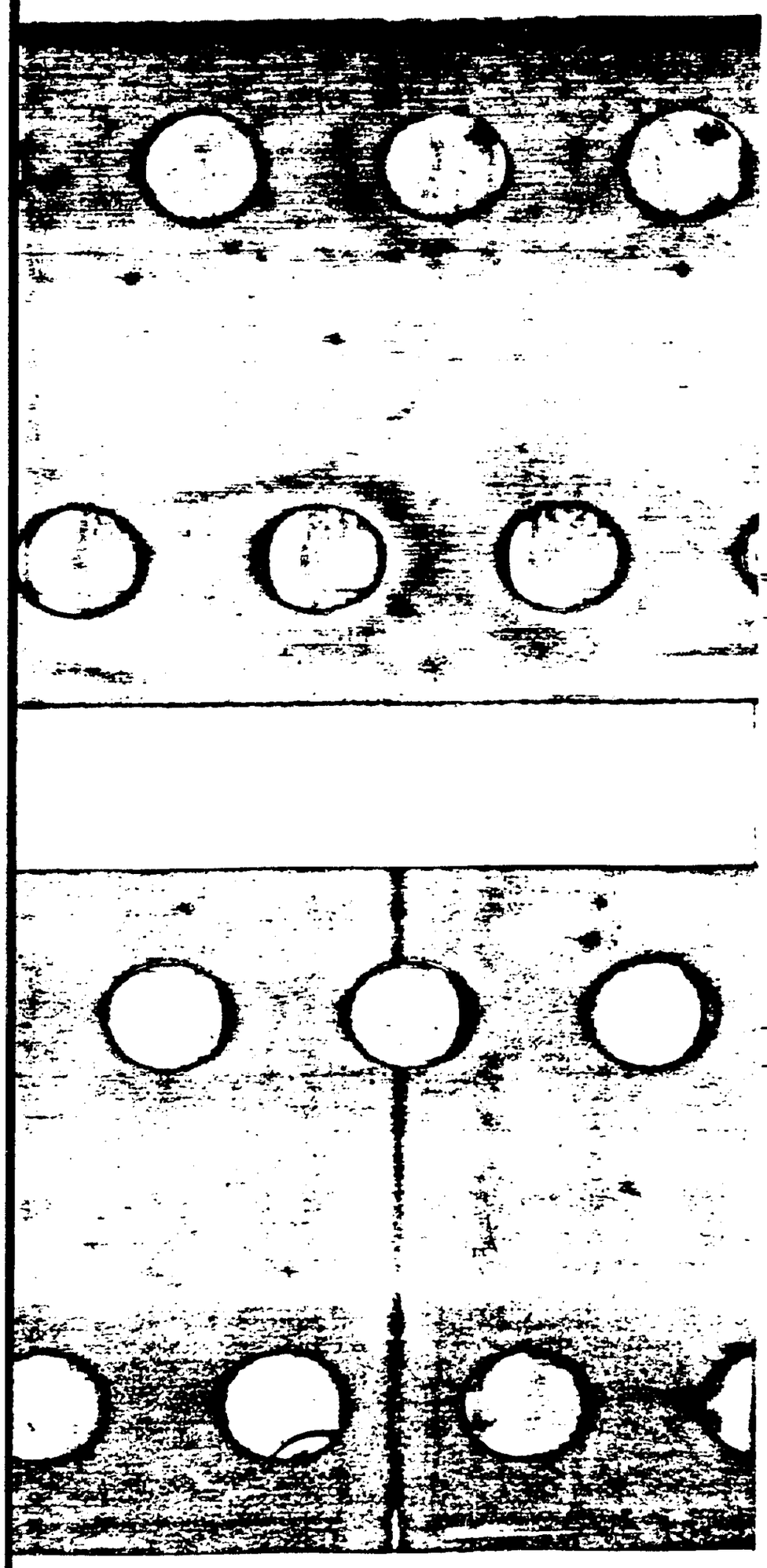
NOTARY PUBLIC STATE OF TENNESSEE AT LARGE

MAR 13 9 17 AM

DAVIDSON COUNTY, TN

IDENTIFICATION REFERENCE

9 1 9 9 7.



OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 8573 PAGE 798

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 29500.00
MAMT 28500.00
CON TX 109.15
MOR TX 30.48
PRFEE 1.00
WDEED 12.00
TOTAL ~~152.63~~
CHECK ~~152.63~~

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

03/13/92 01 09:19 0001 5962

91997

IDENTIFICATION REFERENCE

MAR 13 9 17 AM '92

DAVIDSON COUNTY, TN

No. 510401