File No: _____

The maximum principal indebtedness for Tennessee recording tax purposes is $55,000.00.

Address New Owner:	Send Tax Bills To:	Map/Parcel
David W. Burroughs etux 3140 Hopsonville Rd Hermitage Tenn 37076	Same	Map 137 Parcel 65

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of SIXTY THOUSAND AND NO/100 ($60,000.00) DOLLARS, of which FIVE THOUSAND AND NO/100 ($5,000.00) DOLLARS, has been paid in cash by DAVID W. BURROUGHS and wife WENDY LYNN BURROUGHS (the Grantees), the receipt of which is hereby acknowledged, and for the remainder FIFTY-FIVE THOUSAND AND NO/100 ($55,000.00) DOLLARS, the said Grantees have this day executed their one promissory note in the principal sum of FIFTY-FIVE THOUSAND AND NO/100 ($55,000.00) DOLLARS, payable to the order of William J. Taylor (the Grantor), and given as part of the purchase money on the herein described property.

SAID NOTE is payable in 157 consecutive monthly installments of $350.00 each (no interest; principal only); The first payment falling due on the 1st day of July, 1992, and continuing in consecutive monthly installments, as aforesaid, on the 1st day of each consecutive month until both principal and interest (if any) are fully paid. Amounts paid will be credited first to interest (if any) due; balance to unpaid principal sum.

FURTHER CONVEYANCE of the herein described real estate will give the holders of the herein-secured indebtedness the option of demanding payment in full, approving any purchasers or re-negotiation of the interest rate at a figure satisfactory to the holders.

ALL of said notes bearing interest from date as aforesaid, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, WILLIAM J. TAYLOR, hereinafter referred to as GRANTOR, has this day bargained and sold, and does hereby transfer and convey unto the said DAVID W. BURROUGHS and wife, WENDY LYNN BURROUGHS, hereinafter referred to as GRANTEES, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

TRACT 1: Land in the 4th Civil District of Davidson County, Tennessee, BEGINNING at a point in the center of Couchville Pike at the southwest corner of the property conveyed to Jerry L. York and wife, by deed from Houston T. Ezell et al, of record in Book 3460, page 327, Register's Office for said County; thence with the center of said Road North 89 degrees 35 minutes West 200 feet; thence North 2 degrees 35 minutes West 1126.6 feet to an iron pin; thence North 88 degrees 10 minutes East 510 feet to a telephone pole; thence North 1 degree 50 minutes West 175 feet; thence North 1 degree East 237 feet; thence North 63 degrees East 88 feet; thence North 4 degrees 45 minutes East 156.5 feet to a southwest corner of Tract No. 918 conveyed to the United States of America by deed from said Joseph W. Lunsford and wife, of record in Book 3834, page 977, said Register's Office; thence with said United States of

America's line South 39 degrees 08 minutes East 512.61 feet, South 51 degrees 06 minutes West 375.74 feet and South 04 degrees 07 minutes West 401.41 feet; thence North 44 degrees 45 minutes West 180 feet, more or less to and iron pin; thence South 89 degrees 18 minutes West 315 feet; thence South 2 degrees 35 minutes East 865 feet to the beginning, containing 10.33 acres, more or less.

TRACT 2: Land lying and being in the 4th Civil District of Davidson County, Tennessee and described according to an unrecorded survey made by Raymond E. Binkley, August 29, 1981 as follows to wit: BEGINNING at an iron pin located at the northwest corner of the property conveyed to Johnny Cripps, et ux by deed from Johnnie Mai Eakes Ellis, et al of record in Book 5803, page 775, Register's Office for Davidson County, Tennessee; thence North 27 degrees 41 minutes East 146.0 feet to a Goverment concrete monument; thence South 2 degrees 17 minutes East 145.0 feet to an iron pin being the northeast corner of the Cripps property; thence North 78 degrees 06 minutes West 75.0 feet to the point of beginning, containing 0.12 acres, more or less.

INCLUDED HEREIN, BUT HEREBY EXPRESSLY EXCLUDED THEREFROM, is the following described property: Land in Davidson County, Tennessee, BEING LOT Nos. 1 and 2 on the Plan of the Subdivision of the William J. Taylor Property, of record in Plat Book 8250, page 105, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete and accurate description. [Property Tax Map 137, Parcels 88 and 89.]

THIS CONVEYANCE is made subject to easement for roadway extending in a northerly and northeasterly direction across premises, as shown on a sketch of Tracts 918 and 918E, J. Percy Priest Project; perpetual easement granted United States of America by Joseph W. Lunsford and wife, in connection with operation of J. Percy Priest Dam and Reservoir (Tract 918-E) by deed of record in Book 3834, page 977, Register's Office for Davidson County, Tennessee; and easement to erect, maintain and operate an electrical power transmission line across premises granted United States of America by grant from Joe M. Brown and wife, of record in Book 2346, page 284. said Register's Office.

BEING THE SAME property (Tract 2) conveyed to Mattie Hedgepath, a single person, by deed from Johnnie Mai Eakes Ellis, et al of record in Book 5883, page 179, said Register's Office. Being the same property (Tract 1) conveyed to W. C. Hedgepath and wife, Mattie Hedgepath, by deed from Joseph W. Lunsford and wife, Frances W. Lunsford, of record in Book 3838, page 710, said Register's Office. W. C. Hedgepath died in 1972, and was survived by his wife, Mattie Hedgepath. who acquired said property as surviving tenant by the entirety, and remained unmarried to the date of her death; they were continuously married until the date of his death. Mattie A. Hedgepath died testate in 1984, having devised all property to William Jennings Taylor by her Last Will and Testament dated June 29, 1983, probated and filed in Will Book 147, page 137, Probate Court Clerk's Office for Davidson County, Tennessee. Mattie Hedgepath, Mattie Hedgepath and Mattie Tucker Hedgepath was one and the same person. Being part of the same property conveyed to William J. Taylor by deed from William J. Taylor, Executor of the Estate of Mattie Hedgepath, of record in Book 6267, page 596, said Register's Office.

THIS PROPERTY IS conveyed subject to all matters shown on the Plan of record in Plat Book 8250, page 105, Register's Office for Davidson County, Tennessee; all matters stated herein; that portion of the property within the bounds of any roadway; such limitations, easements, restrictions and encumbrances as may affect the premises; and applicable local

government planning, building and zoning regulations. This property and improvements are sold in "AS IS" condition. This is (X) improved ( ) un-improved property known as and/or located at 3140 HOBSON PIKE, NASHVILLE, TN, Tennessee. This instrument was prepared from information provided by the Grantor.

MILDRED V. TAYLOR, wife of William J. Taylor, executes this instrument for the purpose of (i) acknowledging and consenting to this conveyance, including the transfer of any property interest in the herein described property that may have accrued to her by virtue of her marriage to William J. Taylor, and (ii) waiving, renouncing and quitclaiming to Grantees any dower, elective share, marital rights, exemption rights or other rights which she may have or which are provided for by law in the premises hereby conveyed (for the purposes stated herein and/or applicable hereto).

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 GRANTEES, their heirs and assigns forever, AND GRANTOR covenants that he is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered, unless otherwise herein set out.

AND GRANTOR further covenants and binds himself, his heirs and assigns, to warrant and forever defend the title to said real estate to said GRANTEES, their 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 GRANTEES do hereby transfer and convey unto BROWN TAYLOR (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 BROWN TAYLOR, Trustee, and his successors in trust, forever. GRANTEES covenant that they are lawfully seized of the said property and have a good right to convey it and that the same is unencumbered, unless otherwise herein set out.

GRANTEES further covenant and bind themselves, their heirs, assigns and representatives, to warrant and defend the title to said property to the said BROWN TAYLOR, TRUSTEE and his successors in trust, and his assigns, forever, against the lawful claims of all persons whomsoever.

GRANTEES further agree 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/WE, 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 GRANTOR(S) and GRANTEES, hereunto set our hands at Nashville, Tennessee, this the 25th day of June, 1992.

x David W. Burroughs
DAVID W. BURROUGHS

x William J. Taylor
WILLIAM J. TAYLOR

x Wendy Lynn Burroughs
WENDY LYNN BURROUGHS

x Mildred V. Taylor
MILDRED V. TAYLOR

STATE OF TENNESSEE
COUNTY OF Davidson

The actual consideration or value, whichever is greater, for this transfer is $60,000.00.

x David W. Burroughs
AFFIANT

Sworn to and subscribed before me this 25th day of June, 1992.

Martha J Pickens
NOTARY PUBLIC

My commission expires: 1-27-96.

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 William J. Taylor and wife, Mildred V. Taylor, 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 25th day of June, 1992.

Martha J Pickens
NOTARY PUBLIC

My commission expires: 1-27-96.

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 David W. Burroughs and wife, Wendy Lynn Burroughs, 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 25th day of June, 1992.

Martha J Richardson
NOTARY PUBLIC

My commission expires: 1-27-96.

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

4 1 5 8 9

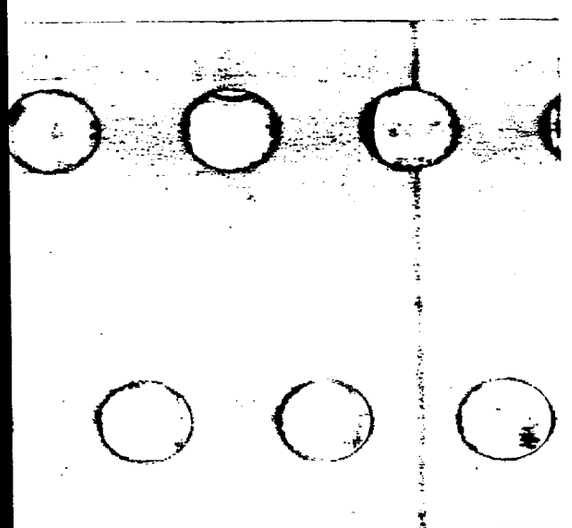
IDENTIFICATION REFERENCE

SEP 1 1 27 PM '92

WILSON REGISTER
DAVIDSON COUNTY, TN

PICK-UP

3080 09/01 0101 03CHECK 315.95





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

RECEIVED OF _____

FOR _____

BOOK 8717 PAGE 301

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 60000.00
				MAMT 55000.00
				CON TX 222.00
				MOR TX 60.95
				PRFEE 1.00
				WDEED 32.00
				TOTAL 315.95
				CHECK 315.95
09/01/92	01		13:28 0001	2080

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

4 1 5 8 9

IDENTIFICATION REFERENCE

SEP 1 1 27 PM '92

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 565777