THIS INSTRUMENT PREPARED BY:
HAYNES, WALKER & FREEMAN
P. O. Box 527
140 North Main Street
Goodlettsville, Tennessee 37070

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INSTALLMENT DEED

Address New Owner(s) As Follows:	Send Tax Bills To:	Map-Parcel Numbers
Richards Novelty Co., Inc.	Same	18-16-38
(Name)	(Name)	
505 Main Street/P. O. Box 37		
(Street Address or Route Number)	(Street Address)	
Goodlettsville, TN 37072		
(City) (State) (Zip)	(City) (State) (Zip)	

FOR AND IN CONSIDERATION of the sum of ONE HUNDRED SEVENTY THOUSAND and no/100 ($170,000.00) DOLLARS, of which RICHARDS NOVELTY COMPANY, INC. has executed a note of even date herewith for the principal sum of One Hundred Seventy Thousand and no/100 ($170,000.00) Dollars, said balance payable at Two Thousand and 23/100 ($2,000.23) Dollars on the first day of each month for a total of one hundred twenty (120) months, said payments to include interest at 7.3% per annum, TAK SALES, INC. has this day bargained and sold, and does hereby transfer and convey unto the said RICHARDS NOVELTY COMPANY, INC., its successors, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Two Tracts or parcels of land in Davidson County, Tennessee, described as follows:

TRACT I: Being the northerly part of Lot No. 17 and the Southerly part of Lot No. 18 on the Map of J. M. Phipps Addition to Goodlettsville, of record in Book 547, page 151, Register's Office for Davidson County, Tennessee, and reference is hereby made for a more completed description.

TRACT II: Being a part of Lot No. 18 of the J. M. Phipps Addition to Goodlettsville, as of record in Book 547, page 151, Register's Office for Davidson County, Tennessee, and more particularly described according to a survey made July 31, 1958, by Stephen A. Draper, Surveyor, and reference is hereby made for a more complete description.

Being the same property conveyed to TAK SALES, INC. by deed from Carl L. Gibson, Sr. and wife, Alberta O. Gibson, of record in Book 5869, Page 893, Register's Office for Davidson County, Tennessee.

Maximum principal indebtedness for Tennessee recording tax purposes is $170,000.00.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON) The actual consideration or value whichever is greater, for this transfer is $170,000.00.
Subscribed and sworn to before me
this 23rd day of December, 1991. Affiant
My Commission Expires: 3/27/96
(Affix Seal) Notary Public

This is improved property located at 505 Main Street, Goodlettsville, Tennessee 37072.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the Grantee, its (successors), heirs and assigns forever. I covenant that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered, except as noted herein.

I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said Grantee, its (successors), 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 indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Richards Novelty Company, Inc., hereinafter referred to as trustor, hereby transfers and conveys unto Joe M. Haynes, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:

Trustor agrees to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire insurance company, or companies, for the maximum insurable value, until the indebtedness herein secured is 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 or holder of said indebtedness as his interest may appear.

Trustor further agrees to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or posession 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 appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustors upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear 10 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustor shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, 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 indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof, 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, homestead, dower 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. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed 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 indebtedness 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 trustor, its order, 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 indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, 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 Registers Office for Davidson County, Tennessee, and the title herein conveyed to the above named trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to paties both singular and plural.

Witness my hand this 22 day of September, 1992.

TAK SALES, INC.

BY: TAK Sales

TITLE: Vice President

RICHARDS NOVELTY COMPANY, INC.

BY: [signature]

TITLE: VP/Treas.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Judy Callis, a Notary Public in and for said County and State, Dan Eller, with whom I am personally acquainted, and who, upon oath, acknowledged him self to be President of TAK SALES, INC., the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by him self as President.

Witness my hand and official seal at Goodlettsville, Tennessee, this the 14th day of September, 1992.

Judy Callis
NOTARY PUBLIC

My Commission Expires: 7/27/96

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Judy Callis, a Notary Public in and for said County and State, Sheri Calonge, with whom I am personally acquainted, and who, upon oath, acknowledged her self to be Sec.-Treas. of RICHARDS NOVELTY COMPANY, INC., the within named bargainor, a corporation, and that she as such Sec.-Treas., being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by her self as Sec.-Treas..

Witness my hand and official seal at Goodlettsville, Tennessee, this the 22nd day of September, 1992.

Judy Callis
NOTARY PUBLIC

My Commission Expires: 7/27/96

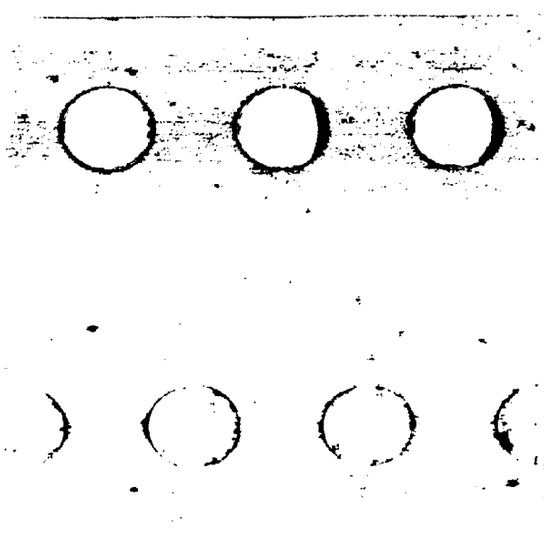
5008.3

IDENTIFICATION REFERENCE:

SEP 30 10 49 AM '92

WILLIA Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

1462 09/30 0101 03CHECK 839.20



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

RECEIVED OF _____

FOR _____

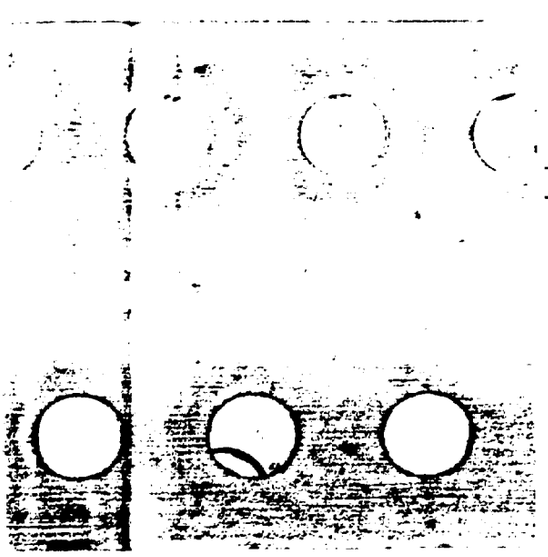
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CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			CAMT	170000.00
			MAMT	170000.00
			CON TX	29.00
			ERR	CO
			CON TX	29.00-
			CON TX	629.00
			MOR TX	193.20
			PRFEE	1.00
			WDEED	16.00
			TOTAL	839.20
			CHECK	839.20

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

09/30/92 01 10:50 0001 1462



50083

IDENTIFICATION REFERENCE

SEP 30 10 49 AM '92

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 575046