INSTALLMENT DEED BOOK 8937 PAGE 334

For and in Consideration of the sum of ONE HUNDRED NINETY THOUSAND AND NO/100 ----------($190,000.00)---------- Dollars,

of which THIRTY-EIGHT THOUSAND AND NO/100 ($38,000.00)---------- Dollars,

has been paid in cash by J&N Realty COMPANY, INC.

the receipt of which is hereby acknowledged, and for the remainder ONE HUNDRED FIFTY-TWO AND NO/100----------($152,000.00)---------- Dollars,

the said J&N REALTY COMPANY, INC., a TENNESSEE CORPORATION ha S

Executed its Promissory Note of even date herewith, payable to the order of EVERGREEN LAND Co., promising to pay the principal sum of ONE HUNDRED FIFTY-TWO AND NO/100 ($152,000.00) DOLLARS payable over Eight (8) years together with interest on the outstanding principal balance at the rate of Eight and One-Half (8 1/2%) Percent per annum in consecutive monthly payments of TWO THOUSAND ONE HUNDRED EIGHTY-SEVEN AND 60/100 DOLLARS ($2,187.60).

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,

EVERGREEN LAND COMPANY

have this day bargained and sold, and do hereby transfer and convey unto the said

J&N REALTY COMPANY, INC. (Grantee) its successors ~~heirs~~ and assigns,

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

Being Lots Nos. 54 and 55, and the Westerly 105 feet of Lots Nos. 61 and 62, on the Map of W. B. Baird's Subdivision of Oakland, as of record in Book 332, page 120 Register's Office for said County.

Said lots and parts of lots adjoin and front together 200 feet on the easterly side of Maplewood Avenue and run back between parallel lines, along the northerly margin of Poplar Avenue, 270 feet to the west line of the property conveyed to Jack Taylor and wife, by deed of record in Book 1633, page 173, said Register's Office.

Being the same property conveyed to Evergreen Land Company by deed from Cletus Ball and wife, Lennice Ball of record in Book 2201, page 364, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to property taxes for the year 1993 which are being prorated at closing, payment of which is expressly assumed by Grantee.

*Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $152,000.00

This is ( ) unimproved (X) improved property, known as 402 Maple Avenue Nashville, TN 37210
(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 Grantee, its successors and assigns forever. Grantor covenant that it is lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered, execpt as herein set out. Grantor further covenant and bind its self, its successors and assigns ~~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 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 him in hand paid, we, the said J&N Realty Company, Inc.

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

We, the said J&N Realty Company, INc.

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.

We 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 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 we, the said J&N Realty Company, Inc. 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 we 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; we 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. We 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. We 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 J&N Realty Company, Inc. 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 Theodore H. Pailet, 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 Theodore H. Pailet, President of Evergreen Land Company and John M. Nixon, President of J&N Realty Co. Inc. hereunto set our hands at Nashville, Tennessee, this the 30th day of April 1993 and Norcross, Gerogia

EVERGREEN LAND COMPANY

BY: Theodore H. Pailet

J&N REALTY COMPANY, INC.

BY: John M. Nixon

16120

IDENTIFICATION REFERENCE

MAY 4 3 00 PM '93

REGISTER'S OFFICE DAVIDSON COUNTY, TN

BOOK 8937 PAGE 336

STATE OF TENNESSEE

Davidson **County**

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named Theodore H. Pailet

_____

_____,

the bargainors, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that _____ executed the within instrument for the purpose therein contained.

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

_____, Notary Public

Commission Expires _____

STATE OF TENNESSEE

Davidson **County.**

Before me, _____, a Notary Public in and for the State and County aforesaid, personally appeared Theodore H. Pailet

_____

_____,

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

_____

Witness my hand and official seal at Nashville, Tennessee, this 30th day of April, 1993

Nell W. Johnson, Notary Public

Commission Expires 9/29/93

NOTARY PUBLIC STATE OF TENNESSEE AT LARGE

92705 05/04/0101 CHECK 892-50

BOOK 8937 PAGE 337

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 _____

STATE OF GEORGIA
Gwinnett County

Before me, Janice M. Ashby, a Notary Public in and for the sate and County aforesaid, personally appeared JOHN M. NIVEN 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 PRESIDENT of the J & N REALTY COMPANY, INC. 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 PRESIDENT.

Witness my hand and official seal at Norcross, Georgia, this 30 day of APRIL, 1993.

Janice M Ashby Notary Public

My commission expires: 9/25/95

INSTALLMENT DEED

FROM
Evergreen Land Company

TO
J&N Realty Company, Inc.

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
J&N REALTY CO., INC. (NAME)	same (NAME)	106-7
4005 Wetherburn Way Suite "D" (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcel 9
Norcross. GA 30092 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

This Instrument Prepared By:
THEODORE H. PAILET, Attorney
1906 Chet Atkins Place
Nashville, Tennessee 37212

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

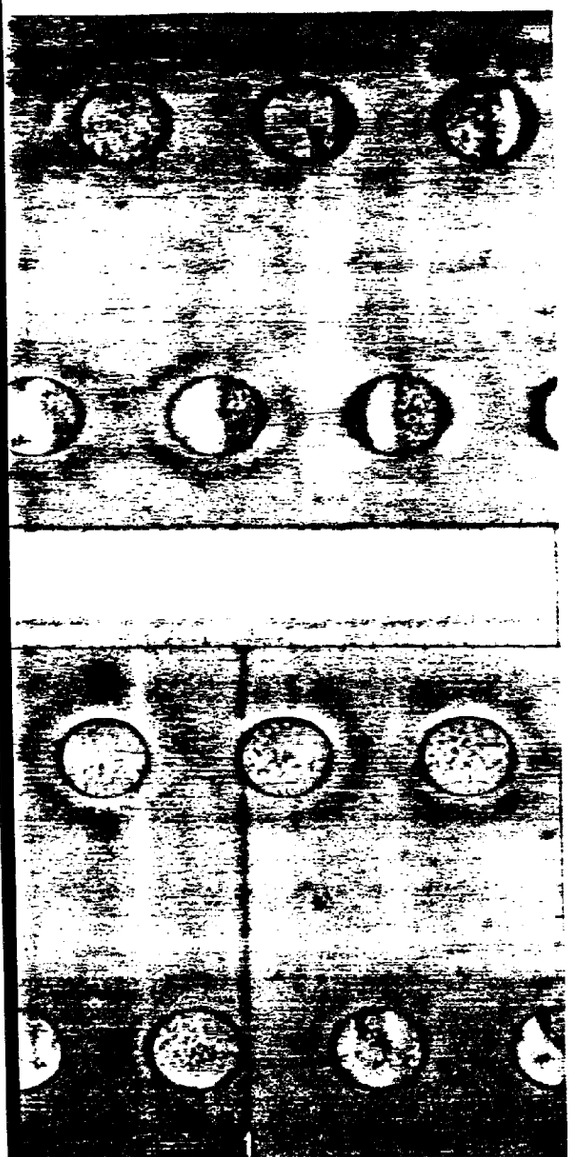
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 190,000.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 4th DAY OF April, 1993.

Notary Public

MY COMMISSION EXPIRES: 9-25-95
(AFFIX SEAL)



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

RECEIVED OF _____

FOR _____

BOOK 8937 PAGE 338

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 190000.00
				MAMT 152000.00
				CON TX 703.00
				MOR TX 72.50
				ERR CO
				MOR TX 72.50-
				MOR TX 172.50
				PRFEE 1.00
				WDEED 16.00
				TOTAL 892.50
				CHECK 892.50

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

05/04/93 01 14:59 0001 9217

1.6 1.2 0

IDENTIFICATION REFERENCE

MAY 4 3 01 PM '93

FELIX Z. WILSON, II, REGISTER
DAVIDSON COUNTY, TN

No. 647351