Maximum principal indebtedness for Tennessee recording tax purposes is $100,000.00

This instrument prepared by:
Richard A. Jones
EVANS, JONES & REYNOLDS
1810 First Union Tower
150 Fourth Avenue North
Nashville, TN 37219
(615)259-4685

SPECIAL WARRANTY INSTALLMENT DEED

Address/New Owner:	Send Tax Bills To:	Map/Parcel Nos.:
David B. Taylor	David B. Taylor	150-02-191,192,
	3253 La Ann Dr.	194,195,211,235,
	Antioch, Tn. 37013	236,271,272,274-
		282,286,288 and
		163-14-160

For and in consideration of the sum of One Hundred Thirty-Five Thousand and 00/100 ($135,000.00) Dollars, of which Thirty-Five Thousand and 00/100 ($35,000.00) Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder of One Hundred Thousand and 00/100 ($100,000.00) Dollars, the Grantee, David B. Taylor, has executed his Installment Deed Note payable to Grantor, Adams & Adams, a Tennessee general partnership, in the principal face amount of One Hundred Thousand and 00/100 ($100,000.00) Dollars due and payable in full six (6) months from date with interest at the rate of eight (8%) percent per annum, and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed, and Adams & Adams, a Tennessee general partnership, consisting of W. Andrew Adams and Carl E. Adams have this day bargained and sold, and do hereby transfer and convey unto the said David B. Taylor, the Grantee herein, his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

> Residential lots in Harbor Gate Subdivision as follows: Lots 78, 79, 81, 82, 94, 95, 97, 98, 99, 100, 101, 102, 103, 104, 105, 170, 171 and 191 on the Plan of Harbor Gate, Section Two, revised of record in Book 6250, Page 33, Register's Office for Davidson County, Tennessee, as superceded by the revision to Lots 105 through 108 and reserved parcel for Section Two of the Harbor Gate Subdivision of record in Book 6200, Page 693, Register's Office for Davidson County, Tennessee, and as further superceded by the Resubdivision of Lots 170, 171 and 172 of record in Book 6200, Page 629, Register's Office for Davidson County, Tennessee.

Lot 7 on the revised Plan of Harbor Gate, Section One of record in Book 5200, Page 712, Register's Office for Davidson County, Tennessee, and

Reserve parcels 286 and 288 on Highrigger Drive, on the Plan of Harbor Gate, Section Two, revised of record in book 6250, Page 33, Register's Office for Davidson County, Tennessee,

Being the same property conveyed to Adams & Adams by Trustee's deed of record at Book 8981, Page 12, Register's Office for Davidson County, Tennessee.

Upon the sale of any lot herein, Grantor will deliver a partial release of lien as to the lot that is sold; provided, however, Grantor shall receive upon delivery of the partial release of lien the greater of all proceeds from the sale of the lot or Eight Thousand and 00/100 ($8,000.00) Dollars.

This is unimproved property, known as lots in the Harbor Gate Subdivision, Nashville, Tennessee.

To have and to hold said tracts of land, with the appurtenances, estate, title and interest thereto belonging to said Grantee, his heirs and assigns forever; provided however, that this conveyance is subject to all applicable building restrictions and zoning ordinances.

Grantor does hereby covenant with Grantee that Grantor has not made, done, executed, allowed or suffered any act, instrument or thing whatsoever whereby said land, or any part thereof, now or at any time hereafter shall be charged or encumbered in any matter whatsoever; and Grantor does further covenant and bind its successors and representatives, to warrant and forever defend to said Grantee, his heirs and assigns the title to said land which was conveyed to Adams & Adams, against the lawful claims of all persons claiming by, through or under said Grantor, but not otherwise.

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 Grantee hereinafter referred to as trustor, hereby transfers and conveys unto Winston S. Evans, 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 at least 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 and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, 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 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 appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustor 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 8 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, trustor fails 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 lawful owner or holder of said indebtedness 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:

First: 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.

Second: To the payment of all taxes which may be unpaid on said premises.

Third: To the payment of all unpaid indebtedness herein secured, and any and all sums expended in the protection of said property, as herein authorized.

Fourth: The residue, if any, will be paid to trustor, his 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, 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 the above named trustee shall be vested in said successor.

In witness whereof the parties to this instrument have signed their names, on this the 23rd day of December, 1993.

Adams & Adams, a Tennessee general partnership

By: W. Andrew Adams
W. Andrew Adams, partner

By: Carl E. Adams Jr.
Carl E. Adams, partner

David B. Taylor

00931 IDENTIF. # REFERENCE

93 DEC 28 PM 12:47 FELIX Z. [illegible] REGISTER DAVIDSON COUNTY, TN.

PICK-UP

STATE OF TENNESSEE
COUNTY OF Rutherford

Before me, Barbara Harris, of the state and county aforementioned, personally appeared W. Andrew Adams, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be one of the partners of Adams and Adams, 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 such partner.

Witness my hand and seal, this 12th day of October, 1993.

Barbara Harris
Notary Public

My Commission Expires: 8-15-95

STATE OF TENNESSEE
COUNTY OF ~~DAVIDSON~~ Rutherford

Before me, Barbara Harris, of the state and county aforementioned, personally appeared Carl E. Adams, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be one of the partners of Adams and Adams, 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 such partner.

Witness my hand and seal, this 12th day of October, 1993.

Barbara Harris
Notary Public

My Commission Expires: 8-15-95

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Sandra J. Vandergriff, a Notary Public in and for said county and state, David B. Taylor, an unmarried person, one of the within named bargainors, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 23rd day of December 1993.

Sandra J. Vandergriff
Notary Public

My Commission Expires: 11/20/96

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $135,000.00.

Subscribed and sworn to before me, this the 23rd day of December 1993.

Affiant

Notary Public

My Commission Expires: 11/20/96

309300kd.001

8584 12/28 01.01 03CHECK 641.20

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

RECEIVED OF _____

FOR _____ BOOK 9199 PAGE 929

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 135000.00
				MAMT 100000.00
				CON TX 499.50
				MOR TX 112.70
				PRFEE 1.00
				WDEED 28.00
				TOTAL 641.20
				CHECK 641.20
			12/28/93 01	12:49 0001 8584

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

00931
IDENTIF. ↑ REFERENCE

93 DEC 28 PM 12:47
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 738533