BOOK 9214 PAGE 397 Box 60

This Instrument Prepared By:

BOTTORFF & KAVIN
5110 Maryland Way, Suite 200
Brentwood, Tennessee 37027
(615) 371-0800

INSTALLMENT DEED

Address New Owner:	Send Tax Bills to:	Map/Parcel:
M/M Thomas T. Champion	Donald A. Fertitta	31-35
4805 Lickton Pike	110 Hidden Meadows Ct.	10D-8660
Whites Creek, TN 37189	Greenbrier, TN 37073	

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

The actual consideration or value, whichever is greater, for this transfer is $50,000.00.

The maximum principal indebtedness for Tennessee recording tax purposes is $47,500.00.

Affiant

Sworn to and subscribed before me this 29th day of December, 1993.

Notary Public

My Commission Expires: 1/4/97

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FOR AND IN CONSIDERATION of the sum of Fifty Thousand and 00/100 Dollars ($50,000.00) of which Two Thousand Five Hundred and 00/100 Dollars ($2,500.00) has been paid in cash, the receipt of which is hereby acknowledged, and for the remaining Forty-seven Thousand Five Hundred and 00/100 Dollars, ($47,500.00), **THOMAS T. CHAMPION AND WIFE, DIANNA GAIL CHAMPION**, the Grantees herein, have executed an Installment Deed Note payable to **DONALD A. FERTITTA**, the Grantor herein, in said amount, of even date herewith, due and payable according to its terms and assumable only upon permission of the holder thereof; 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, therefore, **DONALD A. FERTITTA** has this day bargained and sold, and does hereby transfer and convey unto the said **THOMAS T. CHAMPION AND WIFE, DIANNA GAIL CHAMPION**, their heirs, successors and assigns, certain real estate in Davidson County, Tennessee, described as follows:

Beginning at a point in the center of Lickton Pike at the northwest corner of the property conveyed to Glenn C. Mowery by deed of rcord in Book 1344, page 60, said Register's Office; thence with Mower's northerly line South 73 degrees 39 minutes 57 seconds East 285.00 feet to a point; thence North 1 degree 05 minutes 46 seconds East 100.00 feet to a point in Ezra Thronton's southerly line; thence North 73 degrees 39 minutes 57 seconds West 285.00 feet to a point in the center of Licton Pike; thence with the center of said pike, south 1 degree 05 minutes 46 seconds west 100 feet to the point of beginning.

Being the same property conveyed to Donald A. Fertitta, a single person, by deed from William C. Wilson and wife, Phyllis Diane Wilson of record in Book 6073, page 676, Register's Office, Davidson County, Tennessee.

This is improved property, known as:

4805 Lickton Pike, Whites Creek, Tennessee 37189

This conveyance is made subject to:

1. Real property taxes for 1993 and subsequent years.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging to the said Grantees, their heirs, successors 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 for those matters hereinabove stated.

I further covenant and bind myself, my heirs and assigns, to warrant and forever defend the title to said real estate to said Grantees, their heirs, successors 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 **THOMAS T. CHAMPION AND WIFE, DIANNA GAIL CHAMPION**, hereinafter referred to as Trustors, hereby transfer and convey unto R. FRANCENE KAVIN of Williamson County, Tennessee, Trustee, her successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging to the said Trustors upon the following uses and trusts:

Trustors 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 **DONALD A. FERTITTA** for the benefit of the lawful owner or holder of said indebtedness as his interest may appear.

Trustors further agree 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 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 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 interest at the rate of ten percent (10%) from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if Trustors 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 (30) days from date of such demand for 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 her successor in trust, is hereby authorized and empowered, upon giving twenty (20) days' notice by three (3) publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the front door of the Courthouse 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 her 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 her. 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 Trustors, their 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 Register's 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 parties both singular and plural.

Witness our hands this 29th day of December, 1993.

GRANTOR:

DONALD A. FERTITTA

GRANTEE:

THOMAS T. CHAMPION

DIANNA GAIL CHAMPION

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, DONALD A. FERTITTA, to me known 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 seal this 29th day of December, 1993.

Notary Public

My Commission Expires: 1/4/97

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, THOMAS T. CHAMPION AND WIFE, DIANNA GAIL CHAMPION, who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and seal this 29th day of December, 1993.

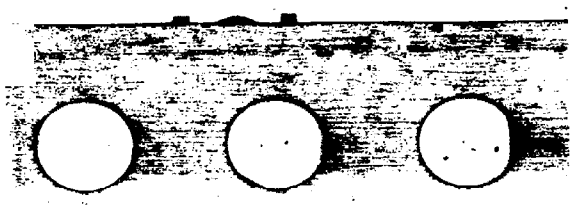
Notary Public

My Commission Expires: 1/4/97

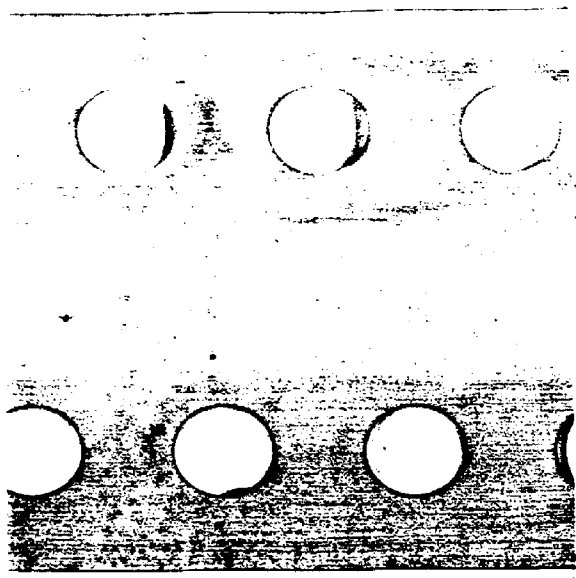
05368
IDENTIF. & REFERENCE

94 JAN -7 AM 10:24
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

7253 01/07 0101 03CHECK 254.33







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	50000.00
			MAMT	47500.00
			CON TX	185.00
			MOR TX	52.33
			PRFEE	1.00
			WDEED	16.00
			TOTAL	254.33
			CHECK	254.33
01/07/94	01	10:23	0001	7253

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

05368
IDENTIF. ↑ REFERENCE

94 JAN -7 AM 10: 24
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No.743270