THE MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $100,000.00.

INSTALLMENT DEED

FROM: SIDNEY P. ROSENBLUM

TO: DONNA KAY AYERS

Address New Owner As Follows:	Send Tax Bills:	Map-Parcel Nos.
Donna Kay Ayers 2741 Smith Springs Road Nashville, TN 37217	Same	Map 136 Par 62

(FOR REGISTER'S USE)

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)
The actual consideration or value, whichever is greater, for this transfer is $109,200.00.

Donna Kay Ayers
Affiant

Sworn to and subscribed before me, this 28 day of January, 1994.

Mary Lisa Levine
Notary Public
My Commission Expires:

THIS INSTRUMENT PREPARED BY:
MORRIS LEVINE
Attorney at Law
1119 Stahlman Bldg.
Nashville, TN 37201

FOR AND IN CONSIDERATION of the sum of One Hundred Nine Thousand Two Hundred ($109,200.00) Dollars, of which Nine Thousand Two Hundred ($9,200.00) Dollars has been paid in cash by the grantee hereinafter named, the receipt of which is hereby acknowledged,

and for the remainder the said grantee has executed her promissory note in the principal sum of One Hundred Thousand ($100,000.00) Dollars, of even date herewith, which said note is payable to the order of SIDNEY P. ROSENBLUM. Said note may not be assumed in the event of sale or transfer of the herein described real property. Said note provides for the payment of attorney's fees, if placed in the hands of an attorney for collection. Said note being payable in monthly installments of $1,074.61 each, including interest at the rate of 10% per annum on the unpaid principal balance. Monthly payments are to be applied, first, to the payment of interest on the principal, or so much thereof as shall from time to time remain unpaid, and the balance to be applied to payment of principal, until the entire amount is paid in full. The first payment of $1,074.61 is due and payable on February 1, 1994, and thereafter on or before the 1st day of each succeeding month until full payment is made,

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

SIDNEY P. ROSENBLUM, hereinafter called the grantor, has this day bargained and sold, and does hereby transfer and convey unto

DONNA KAY AYERS, a single person, herein called grantee, her heirs and assigns, certain real estate in Davidson County, Tennessee, described as follows, to-wit:

LAND in the 2nd, formerly 5th Civil District of Davidson County, Tennessee, described according to a survey by George W. Watkins, February 22, 1958, as follows:

BEGINNING at the point of intersection of the center line of Smith Springs Road and the easterly margin of a 50 foot unnamed roadway extended, said point of intersection lying south 86 degrees 15' east 491.7 feet along the center line of Smith Springs Road from the northeast corner of the property conveyed to Samuel I. Rawls

and wife, by deed from Robert Bruce Rawls and wife, as of record in Book 1534, page 347, Register's Office for said County; thence with the easterly margin of said unnamed roadway south 6 degrees east 639 feet to the northerly line of the property conveyed to Betty Parks Quirk and husband, by deed from Ruth Rawls Parks and husband, as of record in Book 2929, page 208, said Register's Office; thence with said Quirk's northerly line, north 78 degrees 30' east 182.3 feet to an iron pin at said Quirk's northeast corner; thence along a fence north 6 degrees east 590.4 feet to the center of Smith Springs Road; thence with the center of Smith Springs Road, north 86 degrees 15' west 175 feet to the beginning, containing 2.47 acres, more or less.

BEING the same property conveyed to Sidney P. Rosenblum by deed from Morris Levine and Charles E. Shates, Co-Executors of the Estate of Ruth V. Solomon, deceased, as of record in Book 7615, page 104, Register's Office for Davidson County, Tennessee. Elizabeth Rosenblum, wife of Sidney P. Rosenblum, joins in this conveyance for the purpose of transferring and conveying any and all of her right, title and interest in and to the above described property to the grantee named herein.

INCLUDED in the above described property but EXPRESSLY EXCLUDED therefrom is the property conveyed to the United States of America, by deed of record in Book 4042, page 874, Register's Office for Davidson County, Tennessee.

This is improved property known as

2741 Smith Springs Road Nashville, Tennessee 37217.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging to the said grantee, her 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 for current year's property taxes, which are pro-rated and assumed by grantee, and, the lien created herein.

I further covenant and bind myself and my heirs and representatives, to warrant and forever defend the title to the said real estate to said grantee, her 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 non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar to us in hand paid, I, the said grantee herein do hereby transfer and convey unto GAY LISA LEVINE, TRUSTEE, 1119 STAHLMAN BUILDING, NASHVILLE, TENNESSEE 37201, her successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging for the purposes aforesaid, only. I, 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 amount until the notes herein secured are fully paid, and to have the loss, if any, made payable on the policy or policies to the said Trustee for the benefit of the lawful owner and holder of said notes, as his interest may appear. I 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 we 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 said payment. Now, if I, the said grantee, 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 I 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; I fail to reimburse the Trustee or lawful owner and holder of said notes for 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 her 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 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 conveyance. I 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. I 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 advise 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, any and all sums expended in the protection of said property, as herein authorized.

4th. The residue, if any, will be paid to the grantees herein, their heirs, 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 the said Trustee shall be vested in said successor.

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.

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 grantors and grantee, have hereunto set our hands this the 28 day of January, 1994.

Sidney P. Rosenblum Donna Kay Ayers

Elizabeth Rosenblum

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 SIDNEY P. ROSENBLUM and wife, ELIZABETH ROSENBLUM, 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 28 of January, 1994.

Mary Lisa Devine
Notary Public

My Commission Expires: 5-25-96.

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 DONNA KAY AYERS, the bargainor, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 28 of January, 1994.

Mary Lisa Devine
Notary Public

My Commission Expires: 5-25-96

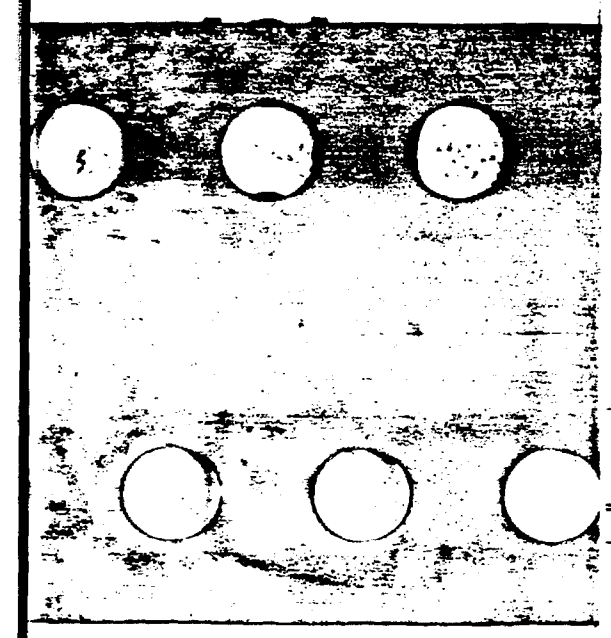
12725
IDENTIFICATION/REFERENCE

94 JAN 31 PM 12:21
FELIX A. ... REGISTER
DAVIDSON COUNTY, TN.

PICK-UP

5254 01/31 0101 03CHECK 533.74

156:088



OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

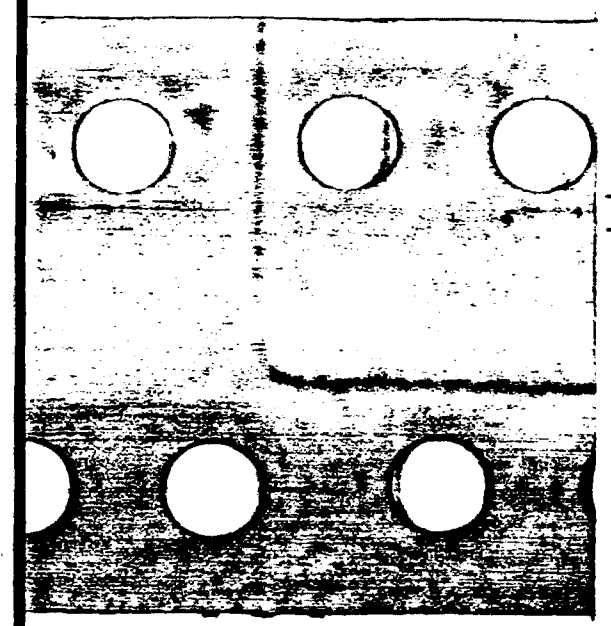
RECEIVED OF _____

FOR _____

BOOK 9234 PAGE 630

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 109200.00
MAMT 100000.00
CON TX 404.04
MOR TX 112.70
PRFEE 1.00
WDEED 16.00
TOTAL 533.74
CHECK 533.74

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

01/31/94 01 12:22 0001 5254

12725
IDENTIF. # REFERENCE

94 JAN 31 PM 12:21

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

No. 751172