INSTALLMENT DEED

THE MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $ 60,000.00.

BOOK 9297 PAGE 839

FROM: H. G. HILL REALTY COMPANY

TO: CAROLYN F. GIAMARCO

Address New Owner As Follows:	Send Tax Bills:	Map-Parcel Nos.
Ms. Carolyn F. Giamarco 1514 Gale Lane Nashville, TN 37212	Same	117-8-193

(FOR REGISTER'S USE)

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)
The actual consideration or value, whichever is greater, for this transfer is $ 65,000.00.

Carolyn F. GiaMarco
Affiant

Sworn to and subscribed before me this 1 day of April, 1994.

Mary Lisa Levine
Notary Public
My Commission Expires: 5-25-96

LISA LEVINE NOTARY PUBLIC

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

FOR AND IN CONSIDERATION of the sum of Sixty-Five Thousand ($65,000.00) Dollars, of which Five Thousand ($5,000.00) 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 Sixty Thousand ($60,000.00) Dollars, of even date herewith, which said note is payable to the order of H. G. HILL REALTY COMPANY. 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 60 monthly installments, as follows, namely: the first 59 installments are in the sum of $501.86 each, including interest at the rate of 8% per annum on the unpaid principal balance. The first payment is due on the 1st day of May, 1994, and monthly thereafter on the 1st day of each succeeding month; and on the 1st day of the 60th month from the date of this note, being April, 1, 1999, the then remaining principal balance plus interest at the rate of 8% per annum on the unpaid principal balance shall become due and payable in full. 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,

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,

H. G. HILL REALTY COMPANY, a Tennessee corporation, hereinafter called the Grantor, has this day bargained and sold, and does hereby transfer and convey unto

CAROLYN F. GIAMARCO, 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 4th Ward of the City of Nashville, Davidson County, Tennessee, being Lot No. 244 on the Map of Victoria Place, as of record in Book 332, page 10, Register's Office for said County, described as follows:

LOT No. 244 fronts 157 feet on the northerly side of Gale Avenue, and extends back 231 feet on the easterly line and 274 feet on the westerly line with the easterly margin of a 12 foot alley to the southerly margin of another alley, measuring 45 feet thereon.

BEING the same property conveyed to H. G. Hill Realty Company by deed of record in Book 3923, page 540, Register's Office for Davidson County, Tennessee.

This is improved property known as

1514 Gale Lane, Nashville, Tennessee 37212.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging to the said grantees, their heirs and assigns, forever. H. G. Hill Realty Company covenants that it is lawfully seized and possessed of said real estate in fee simple; has 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 grantees, and, the lien created herein.

H. G. Hill Realty Company further covenants and binds itself and its successors and assigns to warrant and forever defend the title to the said real estate to said grantees, their 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, we the said grantees 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. We, the said grantees 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. 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 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 we, the said grantees, 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 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 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 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 Grantor and Grantee, have hereunto set our hands this the 31 day of April, 1994.

H. G. HILL REALTY COMPANY

BY: John B. Hardcastle
JOHN B. HARDCASTLE, PRESIDENT

GRANTOR

Carolyn J. GiaMarco
CAROLYN J. GIAMARCO

GRANTEE

159:053

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

County aforesaid, personally appeared JOHN B. HARDCASTLE, 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 H. G. HILL REALTY COMPANY, 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 himself as such President.

Witness my hand and official seal at Nashville, Davidson County, Tennessee, this 31st day of March, 1994.

Joy M. Young
Notary Public

My Commission Expires: 7/23/94.

JOY M. YOUNG NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

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 CAROLYN F. GIAMARCO, 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 1 of April, 1994.

Mary Alison Levine
Notary Public

My Commission Expires: 5-25-96.

NOTARY PUBLIC

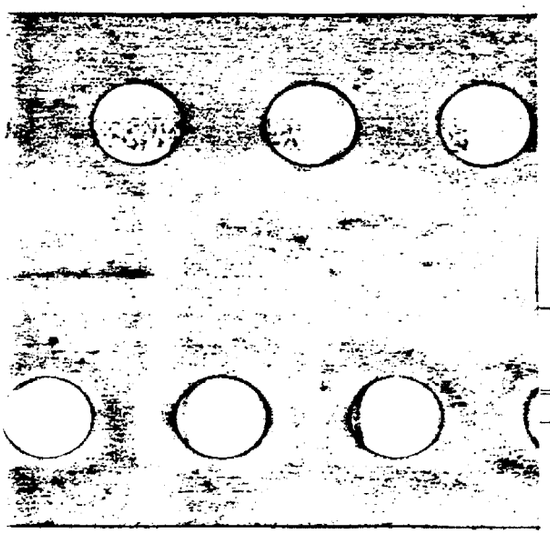
8799 04/04 0101 03CHECK 324.20

PICK-UP

94 APR -4 AM 11:02
FELIX ... REGISTER
DAVIDSON COUNTY, TN.

34206
IDENTIF. & REFERENCE

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



RECEIVED OF _____

FOR _____

BOOK 9297 PAGE 843

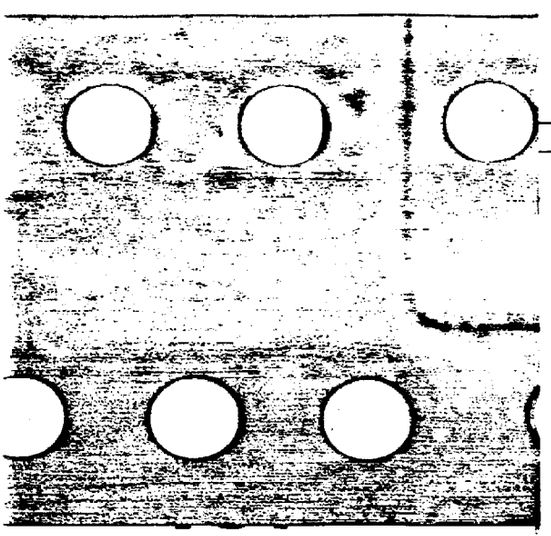
CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

CAMT	65000.00
MAMT	60000.00
CON TX	240.50
MOR TX	66.70
PRFEE	1.00
WDEED	16.00
TOTAL	324.20
CHECK	324.20

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

04/04/94 01 11:03 0001 8799



34206
IDENTIF. # REFERENCE

94 APR -4 AM 11:02
FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN.

No. 774061