INSTALLMENT DEED

For and in Consideration of the sum of Seventy-Five Thousand Dollars and No/100 ($75,000.00) Dollars, of which - 0 - Dollars, has been paid in cash by Frank D. Reed, and wife, Maureen C. Reed the receipt of which is hereby acknowledged, and for the remainder Seventy-Five Thousand Dollars and No Cents ($75,000.00) Dollars, the said Frank D. Reed, and wife, Maureen C. Reed have

Jointly executed an Installment Deed Note of even date payable to Mary Irma Worley in the amount of Seventy-Five Thousand Dollars and No Cents ($75,000.00), at the rate of 7.25 per cent per annum, with monthly payments due the last of each subsequent month in the amount of Five Hundred Dollars and No Cents ($500.00).

PICK-UP

94 APR 25 PM 2:18

DAVIDSON COUNTY, TN.

IDENTIF. & REFERENCE

42694

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,

Mary Irma Worley

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

Frank D. Reed, and wife, Maureen C. Reed, their heirs and assigns,

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

Land in Davidson County, Tennessee, being Lot No. 148 on the Plan of Hermitage Estates Subdivision, which is of record in Book 3300, page 70 Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description.

Being the same property conveyed to Dennis W. Stanley, Sr., and wife, Alesa S. Stanley by deed from Ben E. Whitehead and wife, Betty C. Whitehead, of record in Book 5455, page 556, Register's Office for said County.

Being the same property conveyed to John L. Worley, Jr., and wife, Mary Irma Worley by deed from Dennis W. Stanley, Sr., and wife, Alesa S. Stanley, of record in Book 6360, page 26, Register's Office for Davidson County, Tennessee.

Being the same property released to Dennis W. Stanley, Sr., and wife, Alesa S. Stanley by Full Release of Trust Deed from Security Pacific Mortgage Corporation dated July 20, 1992 and of record in Book 9068, page 210, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Barry B. Bishop, Trustee, by Quitclaim deed from John L. Worley, Jr., and wife Mary Irma Worley, of record in Book 9304, page 291, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Mary Irma Worley by Quitclaim Deed from Barry B. Bishop, Trustee, of record in Book 9304, page 291, Register's Office for Davidson County, Tennessee.

This conveyance is subject to restrictions of record in Book 3403, page 556, Register's Office for Davidson County, Tennessee.

This conveyance is subject to any and all exisiting restrictions and easements of record. John L. Worley, Jr., joins in this conveyance for the purpose of obtaining a title insurance policy for this transfer.

This is unimproved ( ) improved (XX) property, known as 8212 Gordan Lane, Hermitage, Tennessee 37076
(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 MARY IRMA WORLEY BOOK 9322 PAGE 222 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.

I further covenant and bind my heirs and representatives, to warrant and forever defend the title to said real estate to said Frank D. Reed, and wife, Maureen C. Reed, 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 the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to me in hand paid, We, the said Frank D. Reed and wife, Maureen C. Reed,

do hereby transfer and convey unto Barry B. Bishop, 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 Frank D. Reed and wife, Maureen C. Reed,

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 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 such payment.

Now, if We, the said Frank D. Reed and wife, Maureen C. Reed, 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 Mary Irma Worley, or her heirs, representatives or assigns.

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

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 BARRY B. BISHOP, 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 MARY IRMA WORLEY, and JOHN L. WORLEY, JR., and FRANK D. REED, and wife, MAUREEN C. REED hereunto set our hands at Nashville, Tennessee, this the 25th day of April 19 94.

Mary Irma Worley

John L. Worley, Jr.

Frank D. Reed

Maureen C. Reed

STATE OF TENNESSEE

DAVIDSON **County**

Personally appeared before me, ROBERT N. SKINNER, JR., a Notary Public in and for said County and State, the within named MARY IRMA WORLEY and JOHN L. WORLEY, JR., and FRANK D. REED, and wife, MAUREEN C. REED,

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 purpose therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 25th day of APRIL, 19 94

Robert N. Skinner, Jr., Notary Public

Commission Expires MAY 28, 1995.

STATE OF TENNESSEE

_____ **County.**

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 the _____ of the _____, 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 _____.

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

_____, Notary Public.

Commission Expires _____

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 _____

7964 04/25 0101 03CHECK 378.45

BOOK 9322 PAGE 224

INSTALLMENT DEED

FROM
MARY IRMA WORLEY

TO
FRANK D. REED, and wife,
MAUREEN C. REED

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Frank D. Reed, and wife, Maureen C. Reed (NAME)	Frank D. Reed, and wife, Maureen C. Reed (NAME)	Map 75-14
8212 Gordan Lane (STREET ADDRESS OR ROUTE NUMBER)	8212 Gordan Lane (STREET ADDRESS)	Parcel 14
Hermitage, TN. 37076 (CITY) (STATE) (P. O. ZIP)	Hermitage, Tennessee 37076 (CITY) (STATE) (ZIP)	04D-04760

THIS INSTRUMENT WAS PREPARED BY
ROBERT N. SKINNER, ATTORNEY
311 Church Street
316 Exchange Building
Nashville, Tennessee 37201
Phone # (615) 255-8917

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

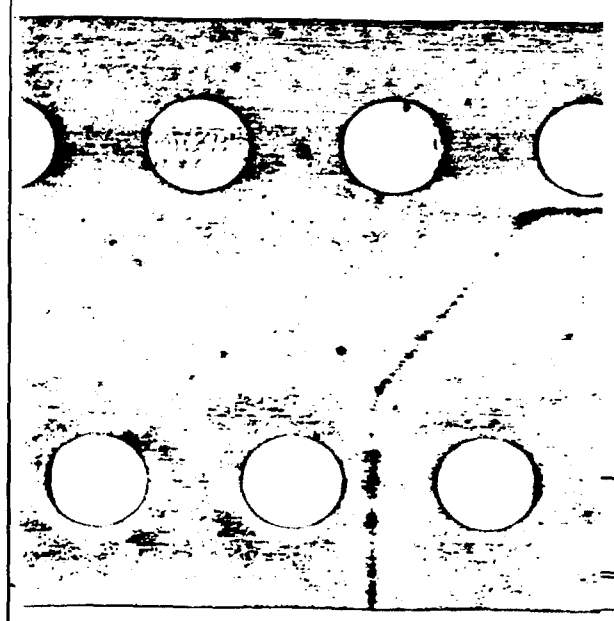
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 75,000.00 Mary Irma Worley
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 25th DAY OF APRIL, 19 94

Notary Public

MY COMMISSION EXPIRES: May 28, 1995.



OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

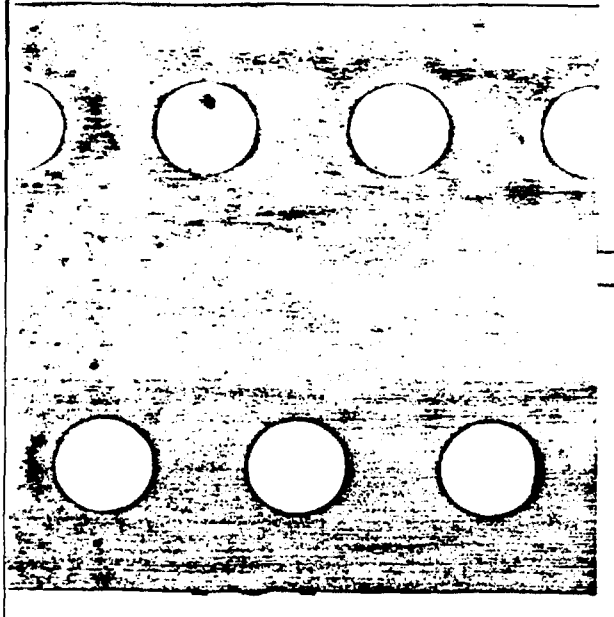
RECEIVED OF _____

FOR _____

BOOK 9322 PAGE 225

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	75000.00
MAMT	75000.00
CON TX	277.50
MOR TX	83.95
PRFEE	1.00
WDEED	16.00
TOTAL	378.45
CHECK	378.45

04/25/94 01 14:12 0001 7964

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

42694
IDENTIF. REFERENCE

94 APR 25 PM 2:10
FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TN.

No. 783105