THIS INSTRUMENT PREPARED BY:

CHARLES GALBREATH, ATTORNEY AT LAW, 901 STAHLMAN BLDG., NASHVILLE, TN 37201

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD-4

FROM

CHARLES GALBREATH and wife

JOYCE GALBREATH

TO

JAMES H. SMITH and wife

ANNE H. SMITH

For draftsman's use

BOOK 9354 PAGE 439

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
James H. Smith, et ux (NAME)	NO MORTGAGE ESCROW (NAME)	069-16
2800 Foster Avenue (STREET ADDRESS OR ROUTE NUMBER)	SEND TAX BILLS TO (STREET ADDRESS)	198.00
Nashville, TN 37211 (CITY) (STATE) (P. O. ZIP)	SAME (CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $ 140,000 ="

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 140,000.00 _____ Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 23 DAY OF May, 19 94

_____ Notary Public

MY COMMISSION EXPIRES: 1-31-96

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of ONE HUNDRED FORTY THOUSAND---------- DOLLARS

of which $ NONE has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed one promissory note of even date in the principal amount of $140,000.00 bearing interest on the unpaid principal at 10% per annum in equal installments of $1,196.70, together with payments of $1,103.30 on an existing promissory note dated the 1st day of January, 1984, additionally secured herein, for a total payment on both notes of $2,300.00 per month until the principal balance is paid on the first dated note on the 1st day of April, 2002, after which the $2,300.00 payments shall continue until the principal balance on the note of even date shall have been paid in full. Said note dated January 1st, 1984, is secured by a Deed of Trust as of record in Book 6524, page 312, Register's Office for Davidson County, Tennessee.

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,

CHARLES GALBREATH and wife JOYCE GALBREATH

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

JAMES H. SMITH and wife ANNE H. SMITH

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in the 13th, formerly the 23rd, Civil District of Davidson County, Tennessee, described according to a survey made by James L. Murphy, Jr. and Co., dated October 4, 1967, as follows: Beginning at a point in the northerly margin of Clarksville Highway, said point further described as being the southwest corner of the E.A. Cotten property as of record in Book 1261, page 585, Register's Office for said County; thence along said northerly margin, north 57° 53' west 125.81 feet to an iron pin; thence continuing along said margin, north 57° 53' west 135.50 feet to an iron pin; said iron pin lying south 57° 53' east 80 feet from the southeast corner of the Metropolitan Government of Nashville and Davidson County Property, as of record in Book 3948, page 203, said Register's Office; thence leaving said northerly margin, north 32° 07' east 154.60 feet to an iron pin; thence south 57° 53' east 272.32 feet to an iron pin in the westerly margin of E.A. Cotten's property as of record in Book 1261, page 585, said Register's Office; thence along said Cotten's westerly line, south 36° 19' 31" west 150 feet to the point of beginning, said tract containing 0.932 acres, more or less.

Being the same property conveyed from Billy R. Potter and wife, Joyce P. Potter, to Charles Galbreath, of record in Book 4251, page 265, said Register's Office.

This is unimproved ( ) improved (X) property, known as 3408 Clarksville Highway, Nashville, TN
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

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. We covenant that we are lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

We further covenant and bind ourselves, our heirs and representatives, 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 the 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 John Galbreath 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 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 $_____ 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 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 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 outcery, 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 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, and 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 grantees, have hereunto set our hands this the 23 day of May 19 94.

CHARLES GALBREATH, GRANTOR

JOYCE GALBREATH, GRANTOR

JAMES H. SMITH, GRANTEE

ANNE H. SMITH, GRANTEE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me Deborah F. Honeycutt, a Notary Public in and for said County and State, the within named Charles Galbreath, and wife, Joyce Galbreath and James H. Smith and wife, Anne H. Smith 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 31 day of May, 1994.

Notary Public

Commission expires _____

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, _____, a Notary Public of 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 themself to be _____ of the _____, the within named bargainor, a corporation, and that he as such _____, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by _____self as _____.

Witness my hand and seal, at office in _____, this _____ day of _____, 19____.

Notary Public

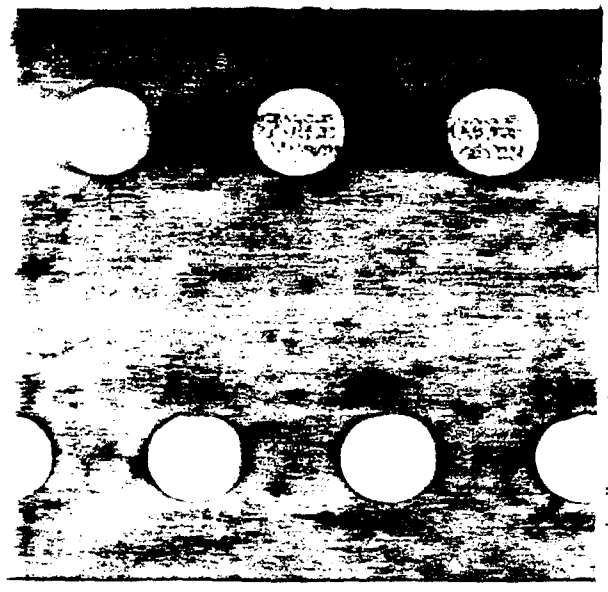
Commission expires _____

53223
IDENTIF. & REFERENCE

94 MAY 24 AM 9:23
FELIX Z. BOSKILL REGISTER
DAVIDSON COUNTY, TN.

01011 03CHECK 685.70

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



OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

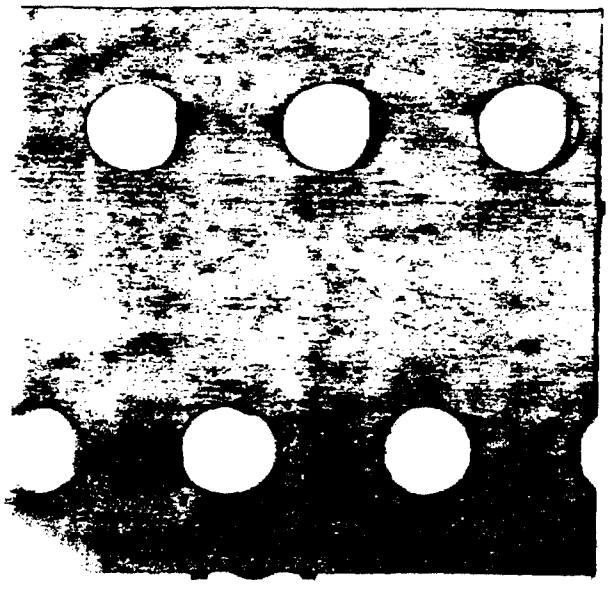
RECEIVED OF _____

FOR _____

BOOK 9354 PAGE 441

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 40000.00
MAMT 40000.00
RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK 518.00
MOR TX 158.70
PRFEE 1.00
WDEED 8.00
TOTAL 685.70
CHECK 685.70

53223
IDENTIF. ↑ REFERENCE

94 MAY 24 AM 9:43
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

05/24/94 01 09:42 0001 9498

No. 794489