THIS INSTRUMENT PREPARED BY:
A. HARRISON JOHNSON
49 Music Square West
Nashville, TN 37203

Installment Deed

BOOK 9473 PAGE 594

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Charles A. Howell IV	Same	117-5
(NAME)	(NAME)	
2704 12th Ave., South		113
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, TN 37204		
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION of the sum of One Hundred Eighty-Five Thousand ($185,000) *Dollars,*

of which Five Hundred ($500) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder One Hundred Eighty-Four Thousand Five Hundred $184,500) *Dollars,*

Charles A. Howell IV, the Grantee herein has executed

a certain Promissory Note in the form attached as Exhibit A

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $ 184,500.00 .

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, I, T. Larry Edmondson, Exchange Agent, under Exchange Agreement dated September 22, 1994, as Grantor herein

have this day bargained and sold, and do hereby transfer and convey unto the said Charles A. Howell IV

the Grantees herein, their (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lots Nos. 13, 14 and 15, of Block "A" on the Plan of Life & Casualty Insurance Company's Woodmont Boulevard Tract, not of record, and more fully described in deed of record in Book 4747, page 578, Register's Office for said County.

Being the same property conveyed to Dudley Warner by deed of record in Book 4747, page 578, Register's office for Davidson County, Tennessee and being the same property conveyed to T. Larry Edmondson, Exchange Agent of record in Book 9473, page 592, Register's office for Davidson County, Tennessee.

REDACTIONS MADE
IF CLARITY OF WRITING APPEARING IN
PROPERTY OF WORSE THAN SATISFACTORY WHEN RECEIVED
THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $ 185,000

Subscribed and sworn to before me, this the 22nd day of September 19 94

Affiant

My commission expires: My Commission Expires JAN. 24, 1998 (Affix Seal)

Notary Public

NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

This is improved (X) property, known as 3501 Foxhall Road, Nashville, Tennessee (House Number) (Street) P.O. Address: (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantees his (successors), heirs and assigns forever, and 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 as set out in Exhibit B.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Grantees, their (successors), heirs and assigns, against the lawful claims of all persons. claiming by, through or under me, but not otherwise.

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 installaments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Grantees hereinafter referred to as trustors, hereby transfer and convey unto A. Harrison Johnson, Jr. *Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:*

Grantor

Trustors 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 the sum of $ .....,

or 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 said trustee 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 6 percent interest 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 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 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 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, 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 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 him. 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 Registers Office for Davidson County, Tennessee, and the title herein conveyed to the above named 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.

Witness our hands this 22nd *day of* September, *19* 94, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Charles A. Howell IV

T. Larry Edmondson

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Deborah A Griffith, *a Notary Public in and for said County and State,* Chas Andrew Howell, IV, *the within named bargainor....., with whom I am personally acquainted, and who acknowledged that* he *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Davidson County, *Tennessee, this* 22nd *day of* September, *19*94.

Deborah A Griffith *Notary Public*

Commission expires My Commission Expires JAN. 24, 1998

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, the undersigned, *a Notary Public of the State and County aforesaid, personally appeared* T. Larry Edmondson, *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* Exchange Agent *under on of the* Exchange Agreement dated September 22, 1994, *the within named bargainor, a ~~corporation~~, and that* he *as such* Exchange Agent, *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 Nashville, Tennessee, *this* 23rd *day of* September, *19*94

John C Kopitzke III *Notary Public*

Commission expires 5-24-97

INSTALLMENT DEED

FROM

TO

Compliments of
Chicago Title Insurance Company
First Floor — First American Center
Phone 255-4631
NASHVILLE, TENNESSEE 37238

Chicago Title Insurance Company
2000 Richard Jones Road
Nashville, Tenn. 37215
Phone 298-2627

PROMISSORY NOTE

Principal Amount: $184,500

FOR VALUE RECEIVED, I promise to pay to the order of T. Larry Edmondson, Exchange Agent under Exchange Agreement dated September 22, 1994, with Dudley Warner, the principal sum of One Hundred Eighty Four Thousand Five Hundred Dollars ($184,500) with principal and unpaid interest payable in full 150 days from date hereof. Interest shall accrue from the date hereof at the rate of eight percent (8%) per annum.

All installments of both principal and interest due on this note are payable in Nashville, Tennessee, at par in lawful money of the United States of America, in the office of Payee.

This note is secured by an Installment Deed of even date duly recorded in the Register's Office of Davidson County, Tennessee, made by T. Larry Edmondson to Charles A. Howell IV, conveying 3501 Foxhall Road, Nashville, Tennessee, in said county.

Privilege is reserved of paying any number of said payments or this note may be paid in full on any paying date.

Demand, notice and protest are expressly waived and if not paid in full at the time and in the manner above specified, then all principal shall, at the option of the legal holder hereof, become at once due and payable without notice.

The obligations of Maker are non-recourse and non-personal to the Maker and must be satisfied out of the Vendor's lien and security which is reserved. Payee agrees to look only to the above real estate for satisfaction of any personal liability arising under this note or the above referenced Installment Deed. Payee will not seek a personal recourse judgment against Maker, or seek to collect or satisfy any deficiency after foreclosure, from any assets of Maker, other than the above property.

This day 23rd day of September, 1994, at Nashville, Tennessee.

Charles A. Howell IV, Maker

93654
IDENTIF. & REFERENCE

94 SEP 23 PM 2:01
FELIX [illegible] REGISTER
DAVIDSON COUNTY, TN.

1430 09/23 0101 03CHECK 911.38

EXHIBIT A
to Installment Deed

EXHIBIT B

1. 1994 Taxes, which grantor's predecessor in title shall pay.

2. An Existing Mortgage which has an approximate principal balance of $10,000, which Existing Mortgage was given to secure a certain Deed of Trust Note dated October 4, 1973, executed by Dudley Warner and wife, to Third National Bank in Nashville.

Grantor's predecessor in title has agreed to maintain the Existing Mortgage (and the Deed of Trust Note which it secures) in good standing and not in default, and shall pay the same in full, as long as Grantee pays the Note described on Exhibit A, according to its terms and conditions, time being of the essence hereof.

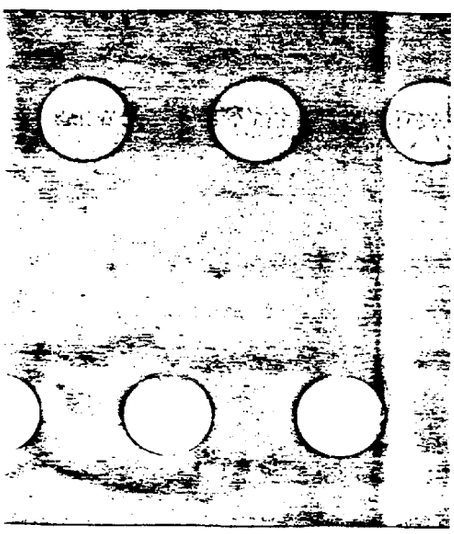
3. Matters of survey, inspection and easements, plats and restrictions of records. Setback lines, utility easements and municipal codes and regulations which may be applicable.

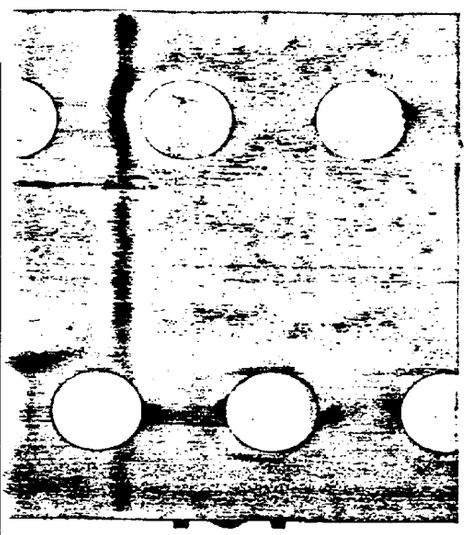
4. Grantee has accepted the title hereof as it may be otherwise reflected on the record.

ADDITIONAL COVENANTS:

The Grantee's obligations hereunder are non-personal and non-recourse to Grantee. Grantor agrees to look only to the vendor's lien reserved herein in order to satisfy any deficiency or other sums due for the payment of the note or the vendor's lien.

The Grantor makes no representations or warranties about the above property, or its fitness for any use or purpose. Grantees purchase the property in an "as is, where is" basis.





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

RECEIVED OF _____

FOR _____

BOOK 9473 PAGE 598

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
TO - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
				CAMT 185000.00
				MAMT 14500.00
				ERR CO
				MAMT 14500.00-
				MAMT 184500.00
				CON TX 684.50
				MOR TX 209.88
				PRFEE 1.00
				~~MDEED 15.00~~
				~~TOTAL 911.38~~
				CHECK 911.38

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

09/23/94 01 14:00 0001 1430

93654
IDENTIF. ↑ REFERENCE

94 SEP 23 PM 2:01
FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN.

No. 837716