BOOK 9507 PG 751

This instrument prepared by:

Larry H. Snedeker
Attorney-at-law
Suite 1230
First American Center
Nashville, TN 37238-1230

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $ 217,500.00.

AFFIANT

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

NOTARY PUBLIC

My commission expires: 7-29-96

94 NOV -1 PM 1:54
FELIX Z. ... REGISTER
DAVIDSON COUNTY, TN.

PICK-UP

04869
IDENTIF. ↑ REFERENCE

Address of New Owner:	Send Tax Bill to :	Map-Parcel Numbers :
John Gianikas 309 White Bridge Rd. Nashville, TN 37209	Same	107-13-134 2D.A55960

INSTALLMENT DEED

For and in consideration of the sum of two hundred seventeen thousand five hundred ($217,500.00) dollars, JOHN GIANIKAS, (the "Purchaser"), has executed a promissory note of even date herewith described as follows:

> Executed by John Gianikas in favor of Holder, Charles Ronald Shacklett, bearing interest at the rate of eight (8%) percent per annum, payable over twenty (20) years, with equal monthly payments in the amount of one thousand eight hundred nineteen and 26/100 ($1,819.26), commencing December 1, 1994 and every month thereafter for a total of 240 months. The holder, Charles Ronald Shacklett, has the right to call said note at the end of ten (10) years from the date hereof,

with a lien being hereby expressly retained on the land herein conveyed to secure the payment of the above-described promissory note and all sums due thereunder, CHARLES RONALD SHACKLETT (the "Grantor") has bargained and sold, and by these presents does transfer and convey unto JOHN GIANIKAS, his successors and assigns, subject however to the lien expressly retained on the land herein conveyed, his one-half undivided interest in a certain tract of land in Davidson County, Tennessee, described as follows:

> Being a tract of land in the Second Civil District of Davidson County, Tennessee, described according to a survey by Southern Consultants, Inc., June 20, 1979, and described as follows:
>
> BEGINNING at a point in the southerly margin of Thompson Place, said point being the northeast corner of the Terrace Hills Apartments, lying in the West margin of a 25' x 240' easement for a private road lying on the property described herein as of record in Book 3035, page 55, and being the northwest corner of the property herein described; thence with said Thompson Place, North 82 degrees 24 minutes 53 seconds East through an iron pin in the East margin of the aforementioned easetment at 25 feet a total distance of 194.63 feet to a point in the

northwest corner of the Crestview Apartments; thence leaving Thompson Place, with Crestview Apartments' West line South 8 degrees 45 minutes 37 seconds East 174.79 feet to a point in a corner with Terrace Hills Apartments; thence leaving said Crestview Apartments with the line of Terrace Hills Apartments, South 81 degrees 31 minutes 03 seconds West passing through an iron pin in the East margin of the aforementioned private road easement at 170.00 feet a total distance of 195.00 feet to a point in the West margin of the said easement; thence with the West margin of said easement and the East line of Terrace Hills Apartments, North 8 degrees 38 minutes 37 seconds West 177.87 feet to the point of beginning, containing (34,341 sq. ft.) 0.79 acres, more or less.

Being the same property conveyed to Charles R. Shacklett and John Gianikas by deed from Earl C. Shacklett, Jr. and wife, Patricia Ann Shacklett, of record in Book 6397, Page 84, Register's Office for Davidson County, Tennessee.

Additionally, this conveyance is made subject to 1994 taxes, which have been prorated and assumed by the Purchaser.

This is improved property known as 1010 Thompson Place, Nashville, Tennessee.

TO HAVE AND TO HOLD said tract of land, with the appurtenances, estate, title and interest thereto belonging to said JOHN GIANIKAS, his successors and assigns forever; and Grantor does covenant with JOHN GIANIKAS that Grantor is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, except as otherwise herein set out; and Grantor does further covenant and bind himself, his heirs and representatives,, to warrant and forever defend the title to said land to JOHN GIANIKAS, his successors and assigns, against the lawful claims of all persons whomsoever.

And now, for the purpose of better and more effectively securing the payment of said promissory note, and so that court proceedings will not be necessary to enforce the herein described lien in the event of the non-payment of the note according to its terms, or a breach thereof, and for and in consideration of the sum of One and NO/110 ($1.00) dollar to it paid, and other consideration herein mentioned, the receipt and sufficiency of which is hereby acknowledged, JOHN GIANIKAS has this day bargained and sold and does hereby transfer and convey to LARRY H. SNEDEKER, TRUSTEE, whose address is Suite 1230, First American Center, Nashville, TN 37238-1230, and his successors in trust, the land hereinabove described.

THE MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $217,500.00.

TO HAVE AND TO HOLD said tract of land to the said LARRY H. SNEDEKER, Trustee, and his successors in trust, forever. JOHN GIANIKAS covenants that he is lawfully seized and possessed of said land, has a good right to convey it, and that the same is unencumbered except as hereinabove set out.

JOHN GIANIKAS further covenants and binds himself, his successors and representatives, to warrant and defend the title to said land to the said LARRY H. SNEDEKER, Trustee, and his successors in trust, and his assigns, forever, against the lawful claims of all persons. However, this conveyance to the said LARRY H. SNEDEKER, Trustee, is made IN TRUST to secure the payment of said promissory note and all sums due thereunder and for the uses and trusts herein set forth, and for no other purpose.

No part of said land or any interest therein shall be sold or transferred by JOHN GIANIKAS without the prior written consent and

approval of the owner and holder of the indebtedness secured herein.

Now if JOHN GIANIKAS shall pay the indebtedness aforesaid when due, according to the terms of said promissory note, then this instrument is to be of no further force or effect. However, if he fails to pay the said sums of money when due as aforesaid, or any part of said sum, according to the terms above expressed, then all of the indebtedness hereby secured shall, at the option of the owner and holder thereof, and without notice, become immediately due and payble, and upon such default, this conveyance remains in full force and effect, and the said Trustee, or his successor in trust, is hereby authorized and empowered, upon given twenty (20) days' notice, by three (3) publications in Davidson County, Tennessee, to sell said land at the Courthouse door in said County, to the highest bidder, for cash, and free from the statutory right of redemption, equity of redemption (homestead, dower, statutory and elective rights), and all other exemptions of every kind, all of which are hereby expressly waived, and the said Trustee, or his successor in trust, is authorized to make a deed to the purchaser. The owner and holder of the indebtedness herein secured may bid at any sale under this conveyance. JOHN GIANIKAS agrees that the Trustee may, at any time after default in payment of principal or interest as each falls due respectively, enter and take possession of said land, and shall only account for net rents received by him.

JOHN GIANIKAS agrees to keep all of the buildings on said property insured by a reliable fire insurance company in the amount of $348,000, until the sum herein secured is fully paid, and to have the loss made payable on the policy or policies to said Trustee for the benefit of the owner and holder of the debt herein secured. JOHN GIANIKAS agrees to keep the improvements on said property in good repair and preservation and to pay all taxes and assessments, and to pay them when due; and in case it fails to do either, then said Trustee, or the owner and holder of the debt herein secured, may do either, and charge and treat the amount so expended as a part of the debt herein secured. In addition, JOHN GIANIKAS agrees to maintain public liability insurance on said property in amount not less than $100,000 per person and $300,000 per occurrence.

In case of sale under the deed of trust herein contained, the proceeds will be applied by the Trustee:

First - To pay all the costs and charges of executing this trust, including attorneys' fees and the expenses of any litigation that may arise on account of the execution and enforcement of this trust.

Second - To pay any unpaid taxes or assessments.

Third - To pay said debt, or any balance thereof then remaining unpaid.

Fourth - The residue to be paid to the undersigned or order.

In case of the death, absence, inability or refusal to act of the said Trustee at any time when action under the foregoing powers and trust may be required, the owner and holder of the debt herein secured is hereby authorized to name and appoint a successor to execute this trust, and the title herein conveyed to LARRY H. SNEDEKER, Trustee, shall be vested in said successor.

In the event of a sale of said land under and by virtue of this trust, the said JOHN GIANIKAS, and all persons holding under him, shall be and become tenants at will of the purchaser of the same, from and after the execution and delivery of a deed to such purchaser, said tenancy to be terminated at the option of said purchaser upon five (5) days' written notice.

It is further agreed that the said Trustee, or his successors, may execute the power of sale herein contained and the other powers and rights without given bond or taking oath.

IN WITNESS WHEREOF, the parties have executed this instrument on the 1st day of Nov., 1994.

GRANTOR:

Charles R. Shacklett

CHARLES R. SHACKLETT

PURCHASER:

John Gianikas

JOHN GIANIKAS

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

Witness my hand and official seal at Nashville, Tennessee, this 1st day of November, 1994.

Jennifer Stacey

NOTARY PUBLIC

My commission expires: 7-29-96

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

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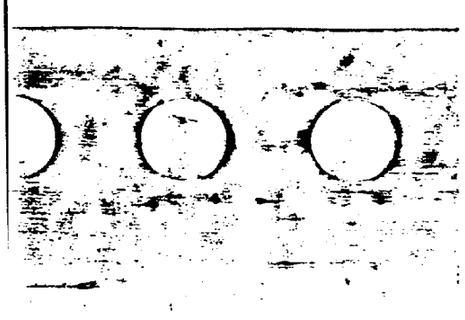
Jennifer Stacey

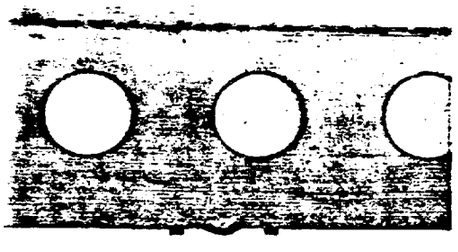
NOTARY PUBLIC

My commission expires: 7-29-96

3447 11/01 0101 03CHECK 1069.58







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

3448 11/01 0101 03CHECK 0.00

RECEIVED OF _____

FOR _____

BOOK 9507 PG 755

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 217500.00
MAMT 217500.00
CON TX 804.75
CON TX 247.83
PRFEE 1.00
WDEED 16.00
TOTAL 1069.58
CHECK 1069.58

11/01/94 01 13:55 0001 3447

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

04869
IDENTIF. ← REFERENCE

94 NOV -1 PM 1:54
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

CONT 247.83-
MOR TX 247.83
TOTAL 0.00
CHECK 0.00

11/01/94 01 13:55 0001 3448

No. 849743
VOID

CON TX 247.83-