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 $ 300,000.00 .

Timothy Gianikas
AFFIANT

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

Jennifer Stacy
NOTARY PUBLIC

My commission expires: 4-30-96

Address of New Owner:	Send Tax Bill to :	Map-Parcel Numbers :
Timothy Gianikas 309 White Bridge Road Nashville, TN 37209	Same	104-6-17 21W-2780

INSTALLMENT DEED

For and in consideration of the sum of three hundred thousand ($300,000.00) dollars, TIMOTHY GIANIKAS, (the "Purchaser"), has executed a promissory note of even date herewith described as follows:

> Executed by Timothy 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 two thousand five hundred and nine and 32/100 ($2,509.32), 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 TIMOTHY 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 the southwesterly 75 feet of the northeasterly 120 feet of Lot No. 7 on the original map of West End Park, as of record in Book 161, page 47, Register's Office for said County. Said lot is also shown on the Revised Map of West End Park, as of record in Book 421, pages 82 and 83, Register's Office for said County, described as follows:
>
> BEGINNING on the line between Lots Nos. 3 and 7 at a point 45 feet south 36 degrees 45 minutes west from the corner of Lots, 2, 3, 7 and 8; thence with the line between said Lots 3 and 7, south 36 degrees, 45 minutes west 75 feet; thence north 53 degrees, 15 minutes west to the southeasterly margin of Park Street or First Street, thence with the southeasterly margin of said streets

northeasterly 77 feet 2 inches to a point opposite the beginning, thence south 53 degrees 15 minutes east to the beginning.

Being the same property wherein a one-half undivided interest was conveyed to Ronnie Shacklett, by deed from Timothy G. Gianikas, an unmarried man, of record in Book 6004, Page 200, 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 3315 Fairmont Drive, Nashville, Tennessee.

TO HAVE AND TO HOLD said tract of land, with the appurtenances, estate, title and interest thereto belonging to said TIMOTHY GIANIKAS, his successors and assigns forever; and Grantor does covenant with TIMOTHY 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 TIMOTHY 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, TIMOTHY 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 $300,000.00.

TO HAVE AND TO HOLD said tract of land to the said LARRY H. SNEDEKER, Trustee, and his successors in trust, forever. TIMOTHY 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.

TIMOTHY 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 TIMOTHY GIANIKAS without the prior written consent and approval of the owner and holder of the indebtedness secured herein.

Now if TIMOTHY 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. TIMOTHY 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.

TIMOTHY GIANIKAS agrees to keep all of the buildings on said property insured by a reliable fire insurance company in the amount of $480,000, 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. TIMOTHY 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, TIMOTHY 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 TIMOTHY 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:

Timothy Gianikas

TIMOTHY 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, TIMOTHY 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.

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

Jennifer Stacey

NOTARY PUBLIC

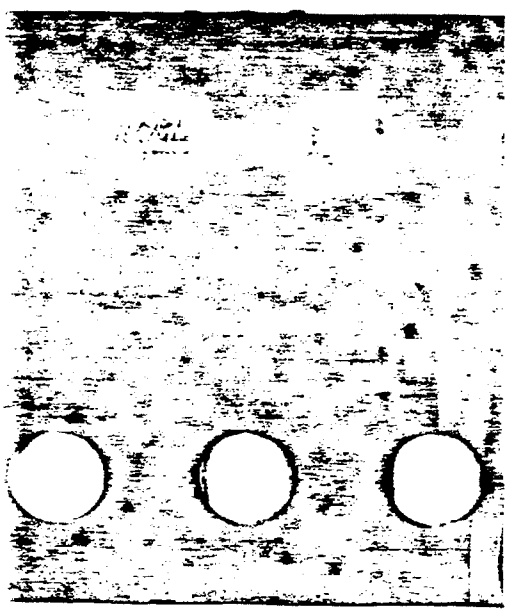
My commission expires: 7-29-96

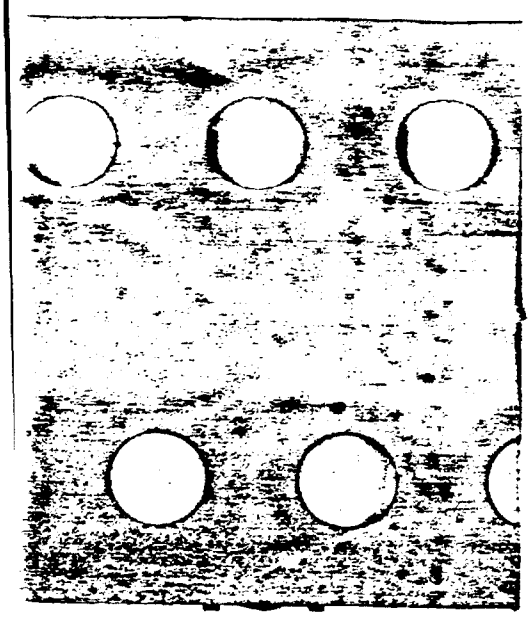
04870
IDENTIF. ↑ REFERENCE

94 NOV -1 PM 1:56
FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TN.

PICK-UP

3449 11/01 0101 03CHECK 1469.70





OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 9507 PG 760

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 300000.00
MAMT 300000.00
CON TX 1110.00
MOR TX 342.70
PRFEE 1.00
WDEED 16.00
TOTAL 1469.70
CHECK 1469.70

11/01/94 01 13156 0001 3449

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

04870
IDENTIF. ↑ REFERENCE

94 NOV -1 PM 1:56
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 849744