INSTALLMENT DEED

For and in consideration of the sum of One Hundred Thousand and No/100 -------($100,000.00)---------Dollars, of which Twenty Thousand and No/100 ----($20,000.00) ---- Dollars, has been paid in cash by Mark E. O'Neill, the receipt of which is hereby acknowledged, and for the remainder Eighty Thousand and No/100 ----($80,000.00)---- Dollars, the said Mark E. O'Neill has executed his Promissory Note of even date herewith in the principal amount of Eighty Thousand and No/100 ($80,000.00) Dollars, payable to the order of Frank F. Ghertner, Trustee, due four (4) years from date, with interest as provided therein, together with all other obligations of the Maker including attorneys fees and all costs of collection in the event of default 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, Frank F. Ghertner, Trustee, in accordance with the powers granted to me by the Successor Trustee's Deed of record in Book 9571, page 842, Register's Office for Davidson County, Tennessee, has this day bargained and sold, and does hereby transfer and convey unto the said Mark E. O'Neill, his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

(See attached Exhibit "A")

This conveyance is being made subject to the following:

1. Taxes for the year 1995 which are being prorated as of this date, payment of which is assumed by Grantee.

2. Easement for a road as set out in the decree of the Chancery Court in the cause of Mrs. Phillip Moore, et al vs. Mamie Vaughn, et al, in Minute Book 146, page 395, of said Court. Said road is 18 feet wide and runs through the land in question to what is known as the Finnegan Tract.

3. Easement, right and right of way of record in Book 4589, page 112, Register's Office for said Register's Office.

This is unimproved property, known, as follows:

MAP	PARCEL	FIELD BOOK	ACERAGE
128-00	13	9D-07100	41.19
128-09	60	9D-07667	1.01
128-09	61	9D-07031	.94
128-09	62	9D-07029	.98
128-09	65	9D-07781	.97
128-09	66	9D-07782	.94
128-09	67	9D-07783	1.01

To have and to hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Mark E. O'Neill, his 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 except as herein set out.

I further covenant and bind myself, my successors and assigns, to warrant and forever defend the title to said real estate to said Mark E. O'Neill, his heirs and assigns, against the lawful claims of all persons, insofar as I, as Trustee, am authorized so to do but no further or otherwise.

And now, for the purpose of better and more effectually securing the payment of said lien note, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said note, as it matures, as hereinafter provided, and for

*Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $ 80,000.00 .

the consideration of one dollar, to me in hand paid, I, the said Mark E. O'Neill do hereby transfer and convey unto Frank F. Ghertner, Security Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

I, the said Mark E. O'Neill, 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.

I 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 I 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.

By acceptance of the benefits of this Installment Deed, the holder of the note secured hereby agrees that such holder will execute partial releases, releasing from the lien hereof, portions of Tax Parcel 13, Map 128-00, Lots 3, 4, 5, 22, 23, and 24, as shown on the Plat of Dunaway Woods, Section One of record in Book 5200, page 132, R.O.D.C., upon the sale of each such lots and the payment by the note maker to said holder of one-third (1/3) of the net proceeds of the sales of each such lot but in no event less than Five Thousand ($5,000.00) Dollars. Such payments by the maker shall be deemed prepayments of principal for which no penalty or premium shall be charged. All such prepayments shall be a prepayment of and applied to the next occuring scheduled payment called for in the note secured hereby.

Now, if I, the said Mark E. O'Neill 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 I 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; I fail to reimburse the Security Trustee or lawful owner or holder of said notes for all sums, with interest, so expended by said Security Trustee, or lawful owner or 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 Security 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 Security 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. I agree, that the Security Trustee may, at any time after default in the payment of any now of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. I further agree that, in the event the Security 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 of him by the Security Trustee of a deed for said property. In case of sale hereunder, the proceeds will be applied by the Security Trustee as follows:

1st. To the payment of all costs, charges and expenses of executing this conveyance and enforcing said lien as hereinprovided; 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 the conveyance, or the enforcement of said liens; 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 hereinsecured, and any and all sums expended in the protection of said property, as herein authorized.

4th. The residue, if any, will be paid to Mark E. O'Neill, his representatives or assigns.

In case of the death, absence, inability or refusal to act of said Security 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 and one, then of the first-maturing unpaid 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 Register's Office for Davidson County, Tennessee, and the title herein conveyed to Frank F. Ghertner, Security Trustee, shall be vested in said successor.

Said Security 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 Frank F. Ghertner, Security Trustee and Mark E. O'Neill hereunto set our hands at Nashville, Tennessee, this the 31st day of January, 1995.

Frank F. Ghertner, Security Trustee

Mark E. O'Neill

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, Nel W. Hamm, a Notary Public in and for said County and State, the within named Frank F. Ghertner, Security Trustee, 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 purpose therein contained.

Witness my hand and official seal at Nashville, Tennessee this 31st day of January, 1995.

Nel W. Hamm
Notary Public

NEL W. HAMM NOTARY PUBLIC AT LARGE WILLIAMSON CO. TENN.

My commission expires: 9/17/97

STATE OF TENNESSEE)
)
COUNT OF DAVIDSON)

Personally appeared before me, Nel W. Hamm, a Notary Public in a for said County and Sate, the within named Mark E. O'Neill, 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 purpose there in contained.

Witness my and official seal at Nashville, Tennesse, this 31st day of January, 1995.

Nel W. Hamm
Notary Public

NEL W. HAMM NOTARY PUBLIC AT LARGE WILLIAMSON CO. TENN.

My commission expires: 9/17/97

BOOK 9582 PG 627

ADDRESS NEW OWNER AS FOLLOWS: SEND TAX BILLS TO: Map Parcel Nos.

Mark E. O'Neill (Name) SAME (Name) (See below)

7732 Indian Springs Dr. (Address)

Nashville, TN 37221

THIS INSTRUMENT WAS PREPARED BY:

Theodore H. Pailet, Attorney
1906 Chet Atkins Place
Nashville, TN 37212

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

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

$100,000.00

Mark E O'Neill
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 31st DAY OF January, 1995.

Notary Public

My commission expires: 9-7-98

NOTARY PUBLIC AT LARGE WILLIAMSON CO. TENN.

MAP	PARCEL	FIELD BOOK	ACERAGE
128-00	13	9D-07100	41.19
128-09	60	9D-07667	1.01
128-09	61	9D-07031	.94
128-09	62	9D-07029	.98
128-09	65	9D-07781	.97
128-09	66	9D-07782	.94
128-09	67	9D-07783	1.01

EXHIBIT "A"

LEGAL DESCRIPTION BOOK 9582PG628

TRACT NO. 1

A tract of land in the Ninth Civil District of Davidson County, Tennessee, that is more fully described as follows:

Beginning at an iron pin by Turner Engineering Company, Inc., in the southwest corner of the herein described tract and in the northerly margin of a frontage road (George E. Horn Road), said iron pin being 220 feet northerly of and opposite a point in the centerline of Interstate Highway 40, that is 2494.99 feet north 60 deg. 01' 54" East of the centerline intersection of Interstate Highway 40 and U.S. Highway 70-S and proceeding as follows: Leaving the northerly margin of the frontage road (George E. Horn Road), North 6 deg. 05' 26" East a distance of 1211.88 feet to a corner stone; thence North 23 deg. 33' 04" West a distance of 2182.82 feet to a Hickory tree; thence North 63 deg. 33' 39" West a distance of 1421.60 feet to a 30 inch dead tree in a fence corner; North 28 deg. 26' 21" East a distance of 66.00 feet to an iron pin by Turner Engineering Company, Inc.; thence South 73 deg. 37' 11" East a distance of 468.79 feet to an iron pin by Turner Engineering Company, Inc., in a stone pile; thence South 77 deg. 32' 37" East a distance of 710.42 feet to a pipe in a tree trunk; thence South 74 deg. 37' 51" East a distance of 630.04 feet to an iron pin by Turner Engineering Company, Inc.; thence North 83 deg. 21' 33" East a distance of 528.00 feet to a 1 inch steel rod; thence South 21 deg. 48' 15" East a distance of 1882.70 feet to an iron pin by Turner Engineering Company, Inc.; thence South 5 deg. 05' 56" West a distance of 197.98 feet to a 15 inch dead tree; thence South 85 deg. 26' 38" East a distance of 98.62 feet to an iron pin by Turner Engineering Company, Inc.; thence South 22 deg. 05' 11" East a distance 815.77 feet to an iron pin, by Turner Engineering Company, Inc., in the Southeast corner of the herein described tract and the northerly margin of a frontage road (George E. Horn Road); thence with the northerly margin of the frontage road with a 4554.65 foot radius curve to the right a distance of 173.24 feet to a concrete marker (Tennessee Highway Department); thence continuing South 60 deg. 01' 54" West a distance of 1418.10 feet to the point of beginning and containing 87.595 acres, more or less, as per survey by Turner Engineering Company, dated February 22, 1972.

Being the same property conveyed to I. R. Schulman, Trustee, with full power to sell, transfer, convey and encumber, without the joinder of any beneficiary, by deed from Annie Frost Horn, a widow, of record in Book 4589, page 108, Register's Office for Davidson County, Tennessee.

Included in the above described acreage but excluded from this conveyance is that certain subdivision named Dunaway Woods, Section One, containing 46.097 acres, a plat of which is of record in Book 5200, page 132, Register's Office for Davidson County, Tennessee.

TRACT No. 2

Tracts of land in the Ninth Civil District of Davidson County, Tennessee, that are more fully described as follows:

Lots Nos. 3, 4, 5, 22, 23 and 24 as shown on the Plat of Dunaway Woods, Section One, of record in Book 5200, page 132, Register's Office for Davidson County, Tennessee.

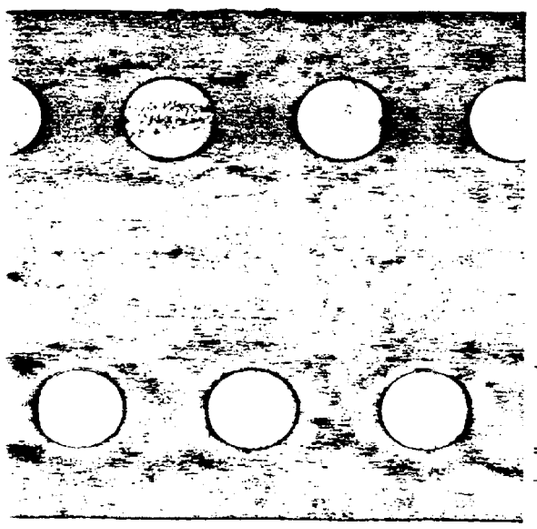
Being part of the same property conveyed to Frank F. Ghertner, Trustee, with full powers as et out in the Successor Trustee's Deed from Dunaway Woods, Joint Venture, of record in Book 9571, page 842, Register's Office for Davidson County, Tennessee.

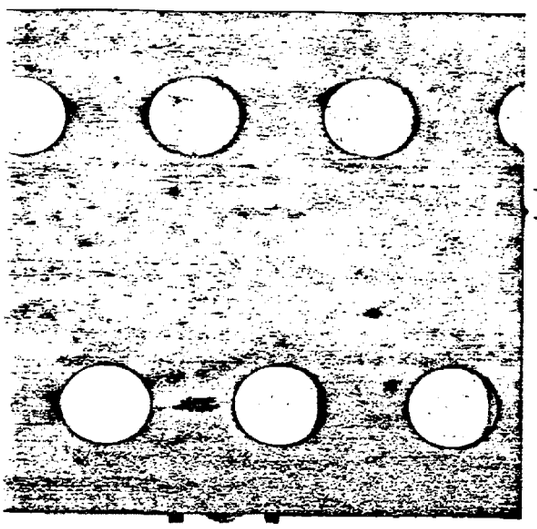
29599
IDENTIF. & REFERENCE
PICK-UP

95 JAN 31 PM 1:22

FELIX A. [illegible] REGISTER
DAVIDSON COUNTY, TN.

5799 01/31 0101 03CHECK 484.70





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

RECEIVED OF _____

FOR _____

BOOK 9582 PG 630

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 100000.00
MAMT 80000.00
CON TX 370.00
MOR TX 89.70
PRFEE 1.00
WDEED 24.00
TOTAL 484.70
CHECK 484.70

01/31/95 01 13:22 2001 6799

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

29599
IDENTIF. & REFERENCE

95 JAN 31 PM 1:22

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN.

No. 876567