THIS INSTRUMENT PREPARED BY: Gail P. Pigg, Attorney
219 2nd Avenue, North
First Floor Suite
Nashville, TN 37201

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Jack L. Schuett	SAME	Map 119-9
(NAME)	(NAME)	
1288 Gaywinds Dr.		Parcels 39 and
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	41
Mt Juliet, TN 37122		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Three hundred twenty five thousand ($325,000.00) ---------- *Dollars,*

of which Fifty Thousand ($50,000.00) ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Two hundred seventy five thousand ($275,000.00) ---------- *Dollars,*

Jack L. Schuett ---------- *have executed*

their promissory note, bearing interest on the unpaid principal balance of nine (9%) percent per annum with principal and interest payments due on the first day of each month in equal installments of Two Thousand Seven Hundred Eighty Nine and 23/100 ($2,789.23) Dollars, with the entire principal balance plus all accrued interest due on or before February 1, 2011. The first said payment shall be due March 1, 1996. Said note is incorporated herein by reference.

BOOK 9937 PG 960

MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS: $275,000.00

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, C.P.G., Inc. ----------

have this day bargained and sold, and do hereby transfer and convey unto the said Jack L. Schuett ----------

his *(successors), heirs and assigns,*

certain real estate in Davidson County, Tennessee, as follows:

LAND in Davidson County, Tennessee, being Lots Nos. A, 47, 48 and 49 on the revised and corrected Plan of Thompson's and Ring's Subdivision of Edenwold Park, as of record in Book 332, page 29, Register's Office for Davidson County, Tennessee. Said lots are also described by survey prepared by David P. Brackman, Tennessee Licensed Surveyor, No. 1684, dated January 20, 1996, as follows:

BEING Lots A, 47, 48, and 49 on the revised and corrected Plan of Thompson's and Ring's Subdivision of Edenwold Park as of record in Plat Book 332, page 29, Register's Office Davidson County, Tennessee, and described as follows:

BEGINNING at the northeasterly corner of Lot 49 at the westerly margin of Grandview Avenue; thence south 24 deg 47 min 54 sec east 207.01 feet to an iron pin; thence with a curve to the right having a central angle of 101 deg 17 min 56 sec and having a radius of 20.00 feet and a length of 35.36 feet to an iron pin; thence south 76 deg 30 min 02 sec west 71.45 feet to an iron pin; thence with a curve to the right having a central angle of 12 deg 54 min 57 sec and having a radius of 261.48 feet and a length of 59.94 feet to an iron pin; thence north 24 deg 47 min 54 sec west 194.69 feet to an iron pin; thence north 65 deg 12 min 06 sec east 150.00 feet to the point of beginning containing 32,204.3787 or 0.7394 acres.

BEING the same property conveyed to C.P.G., Inc., a Tennessee Corporation, by deeds from J. Redd & Associates, Inc., a Tennessee Corporation, of record in Book 9232, page 29, and in Book 9438, page 372, Register's Office for Davidson County, Tennessee.

Said survey shows certain encroachments on the northerly boundary of Lot 49.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 325,000.00

Affiant

Subscribed and sworn to before me, this the 1st day of February, 19 96.

Notary Public

My commission expires: 2/24/99

(Affix Seal)

JACK L. SCHUETT assigns to **C.P.G., Inc.**, all rentals from the above premises from and after default in the terms of this instrument. Until a default occurs, all rentals shall be the property of JACK L. SCHUETT, thereafter they shall be the property of **C.P.G., Inc.**

A penalty of five (5%) percent of the total amount of the monthly payment shall be due with any payment received by the Holder of the Note secured by this instrument after the tenth (10th) day of each month.

Failure to keep the property in good repair and maintenance; failure to keep the property insured, as herein provided, and to furnish holder a paid receipt and certificate of coverage at least annually; failure to pay taxes or assessments when due; and failure to pay any installment when due will constitute a breach of the terms of this document and all sums due hereunder shall become immediately due and payable.

In the event holder must pay any assessments, taxes, repairs or insurance premiums to protect its interest hereunder, said amount so expended shall be added to the principal balance and bear interest as specified in the note. The making of any payment by the holder on behalf of the Grantees shall not constitute a waiver of holder's right to accelerate hereunder.

In the event this property is sold, transferred or conveyed, the aforesaid note will become immediately due and payable at the option of the holder. In the event holder consents to an assumption, said consent, to be effective, must be in writing.

unimproved ( )
This is improved (X) property, known as 2715 Grandview Avenue, Nashville, Davidson County, 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 Jack L. Schuett ---------- his *(successors), 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.*

1996 taxes; Plan of record in Book 332, page 29, Register's Office for Davidson County, Tennessee; encroachments as shown on survey of David P. Brackman, Tennessee Licensed Surveyor, No. 1684, dated January 20, 1996.

we *further covenant and bind* ourself, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Jack L. Schuett and wife, Jeanine T. Schuett *(successors), 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 indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Jack L. Schuett and wife, Jeanine T. Schuett Gail P. Pigg, 219 2nd Avenue, N. *hereinafter referred to as trustors, hereby transfer and convey unto* Nashville, TN 37201, *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:*

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

...e or lawful owner or ... er o sai in ... e ness, an , upon ai ure to ... o 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 ...xpercent interest from the date of payment and shall be and become a part of the indebtedness secured hereby. 12%

BOOK 9937 PG 962

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.

*The statutory right of redemption is expressly waived.

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 Register's Office for Davidson County, Tennessee, and the title herein conveyed to the above named trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 1st day of February, 19 96.

Jack L Schuett
JACK L. SCHUETT

Jeanine T. Schuett
JEANINE T. SCHUETT

C.P.G., Inc.

By: Carl P. Gardner
CARL P. GARDNER, PRESIDENT

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Jack L. Schuett and wife, Jeanine T. Schuett

the within named bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 1st day of February, 19 96

DIANE E. REYNOLDS NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Notary Public

Commission expires 7/24/99

BOOK 9937 PG 963

STATE OF .....

COUNTY OF .....

Personally appeared before me, ..., *a Notary Public in and for said County and State,* .....

.....

the within named bargainor ....., *with whom I am personally acquainted, and who acknowledged that* ..... *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at ....., *this* ..... *day of* ....., *19* .....

.....*Notary Public*

Commission expires .....

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, the undersigned, *a Notary Public of the State and County aforesaid, personally appeared* Carl P. Gardner, *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* President ..... *of the* C.P.G., Inc., *the within named bargainor, a corporation, and that* he *as such* President, *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* him *self as* President.

Witness my hand and seal, at office in Nashville, Tennessee *this* 1st *day of* February, *19* 96

Commission expires 7/24/99

.....*Notary Public*

0147200
IDENTIF. & REFERENCE

96 FEB -5 AM 10:48
FELIX Z. REYNOLDS REGISTER
DAVIDSON COUNTY, TN.

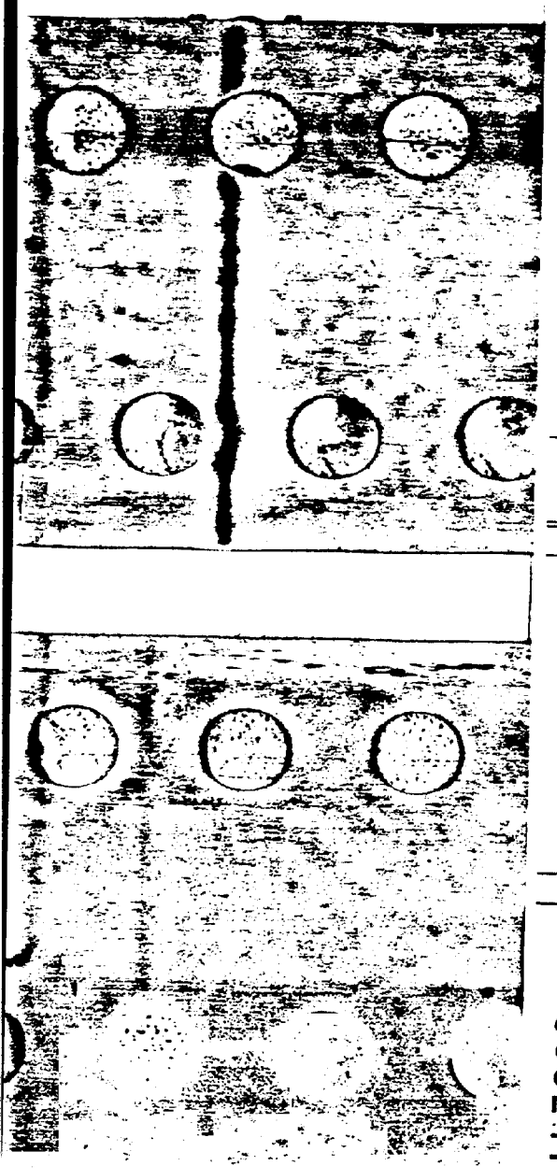
4607 02/05 0101 03CHECK 1533.45

INSTALLMENT DEED

FROM
C.P.G., Inc.

TO
Jack L. Schuett

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



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

RECEIVED OF _____

FOR _____

BOOK 9937 PG 964

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 325000.00
MAMT 275000.00
CON TX 1202.50
MOR TX 313.95
PRFEE 1.00
MISC 16.00
TOTAL 1533.45
CHECK 1533.45

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

02/05/96 01 10:51 0001 4603

0147200
IDENTIF. ↑ REFERENCE

96 FEB -5 AM 10:48
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 1002834