INSTALLMENT DEED

BOOK 9949PG250

For and in Consideration of the sum of One Hundred Forty Five Thousands and no/100 ($ 145,000.00) Dollars, of which Twenty Thousands and no/100 ($ 20,000.00) Dollars has been paid in cash by Michael Buhler Freeman and wife Julie Buhler Freeman the receipt of which is hereby acknowledged, and for the remainder One Hundred Twenty Five and no/100 ($ 125,000.00) Dollars the said Michael Buhler Freeman and wife Julie Buhler Freeman have executed an INSTALLMENT DEED NOTE, payable to the order of James E. Finley and wife Ruby O. Finley in the principal amount of One Hundred Twenty Five and no/100 ($ 125,000.00) Dollars payable as follows namely:

Beginning March 15th, 1996 the sum of $671.03 and thereafter a like amount on the same day of each succeeding month thru February 15th, 1997. Said payments to be applied to the payment of interest at the rate of 5% per annum, on the principal sum or so much as shall from time to time remain unpaid, and the balance to be applied to the payment of the principal sum.

Beginning March 15th, 1997 the sum of $747.56 and thereafter a like amount on the same day of each succeeding month thru February 15th, 1998. Said payments to be applied to the payment of interest at the rate of 6% per annum on the principal sum or so much as shall from time to time remain unpaid, and the balance to be applied to the payment of the principal sum.

Beginning March 15th, 1998 the sum of $825.93 and thereafter a like amount on the same day of each succeeding month thru January 15th, 1999. On February 15th, 1999 the sum of $5,825.93. is due and payable. Said payments to be applied to the payment of interest at the rate of 7% per annum on the principal sum or so much as shall from time to time remain unpaid and the balance to be applied to the payment of the principal sum.

Beginning March 15th, 1999 the sum of $887.59 and thereafter a like amount on the same day of each succeeding month, thereafter and the remaining balance of said principal sum on the 15th day of February, 2026. Said payments is to be applied

first to payment of interest at the rate of 8.25% per annum, on the principal sum or so much as from time to time remain unpaid, and the balance to be applied to the payment of the principal sum, until the entire amount, both principal and interest has been paid in full.

It is agreed that payments are due on the 15th day of each month:
Payments made after the 25th day of each month shall incur a penalty of 5% of the payment due.

It agreed that in the event the above indebtedness is prepaid prior to Febuary 15, 2011, there shall be a prepayment penalty of 3% of the unpaid principal sum.

It is agreed by all parties hereto that the indebtedness described in this instrument shall not be assumed by other parties without written approval of the holder of this note, and in the event the property described in this instrument is sold or conveyed then at the option of the holder of said indebtedness, the entire indebetedness shall become due and payable.

It is agreed by all parties if two or more payments due are in arrears, then at the option of the holder of said indebtedness, the entire indebtedness shall become due and payable.

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, We, JAMES E. FINLEY and wife RUBY O. FINLEY have this day bargained and sold and do hereby transfer and convey unto the said MICHAEL BUHLER FREEMAN and wife JULIE BUHLER FREEMAN, their heirs and assigns, certain real estate in Davidson County, Tennessee, described as follows:

DESCRIPTION

A small tract of land in the 3rd Civil District of Davidson County, Tennessee, being a part of a tract of 10 acres conveyed to John M. Hurt and wife, by deed from W. B. Sneed, Trustee, as of record in Book 519, page 421, Register's Office for said County, described as follows:

Beginning at a point in the center line of McGavock Pike, at the northwest corner of the tract conveyed to Roy Verble and wife, by deed of record in Book 721, page 283, said Register's Office, said point being 130 feet north of a point in the center of said road that is west of and opposite the northwest corner of Lot No. 2 on the Map of Hargis Heights Subdivision, as of record in Plan Book 974, page 82, Register's Office, thence with the center line of said pike, north 5 degrees east 101 feet to the southwest corner of the George F. Moffat Tract; thence with Moffat's south line, south 85 degrees east 689 feet more or less to a point in the line of the land conveyed to Gertrude A. Carter, by deed of record in Book 1339, page 83, said Register's Office; thence with Carter's Line, south 5 degrees west 100 feet more or less to the northeast corner of the Verble land above mentioned; thence with their north line, north 85 degrees west 689 feet, more or less to the point of beginning.

Being the same property conveyed to James E. Finley and wife Ruby O. Finley by deed from Cletus E. Knight and wife Clifford Ann Knight, of record in Book 3398, Page 211, Register's Office for Davidson County, Tennessee.

Property is sold and conveyed in "as is condition"

Metro Taxes for 1996 have been pro-rated between the parties and shall be paid by the buyers.

The above described property is sold and conveyed subject to title to that portion of the premises within the bounds of any roadway or right of way, and any state of facts which would be disclosed by an accurate survey and inspection of the premises and all visible easements.

THE MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $125,000.00

This is improved property, known as 109 McGavock Pike, Nashville, Tennessee 37214.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Michael Buhler Freeman and wife, Julie Buhler Freeman, their 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.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Michael Buhler Freeman and wife, Julie Buhler Freeman, their 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 notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to in hand paid, We, the said Michael Buhler Freeman and wife, Julie Buhler Freeman, hereinafter referred to as Trustors

do hereby transfer and convey unto James Edward Finley, Jr., Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

We, the said Trustors 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.

We 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 We 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.

Now, if We, the said Trustors 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 We 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; We fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee, or lawful owner and 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 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 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. We agree, that the Trustee may, at any time after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. We further agree 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 notes 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 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 lien notes, or, if more than one, then of the first-maturing unpaid note, 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 James Edward Finley, Jr., Trustee, shall be vested in said successor.

Said 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 Michael Buhler Freeman and wife, Julie Buhler Freeman and James E. Finley and wife, Ruby O. Finley hereunto set our hands at Nashville, Tennessee, this the 15th day of February, 1996

James E. Finley
Ruby O. Finley
Michael Buhler Freeman
Julie Buhler Freeman

STATE OF TENNESSEE

DAVIDSON **County**

Personally appeared before me, Dewey W. Pedigo, a Notary Public in and for said County and State, the within named Michael Buhler Freeman and wife, Julie Buhler Freeman James E. Finley and wife, Ruby O. Finley,

the bargainors, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purpose therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 15th day of February, 1996.

Dewey W. Pedigo, Notary Public

Commission Expires May 23, 1998

STATE OF TENNESSEE

_____ **County.**

Before me, _____, a Notary Public in and for the State and County aforesaid, personally appeared _____,

with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the _____ of the _____, a corporation, and that he as such _____, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as _____,

Witness my hand and official seal at Nashville, Tennessee, this _____ day of _____, 19____

_____, Notary Public.

Commission Expires _____

STATE OF TENNESSEE
COUNTY OF _____

Before me, _____, a Notary Public in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a partner of _____, the within named bargainor, a partnership and that he as such partner, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by himself as a partner.

Witness my hand and official seal at Nashville, Tennessee, this _____ day of _____, 19____

_____, Notary Public.

Commission Expires _____

8412 02/15 0101 036-ECK 702.95

IDENTIFICATION REFERENCE

96 FEB 15 PM 1:55

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

PICK-UP

BOOK 9949 PG 255

INSTALLMENT DEED

FROM
James E. Finley, et ux

TO
Michael Buhler Freeman, et ux

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Michael Buhler Freeman, et ux (NAME)	same (NAME)	084-16-0
109 McGavock Pike (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	029.0
Nashville, TN 37214 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	03DZ-67340

THIS INSTRUMENT WAS PREPARED BY

Dewey W. Pedigo, Attorney
3204 Freno Lane
Nashivlle, Tenn. 37214

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

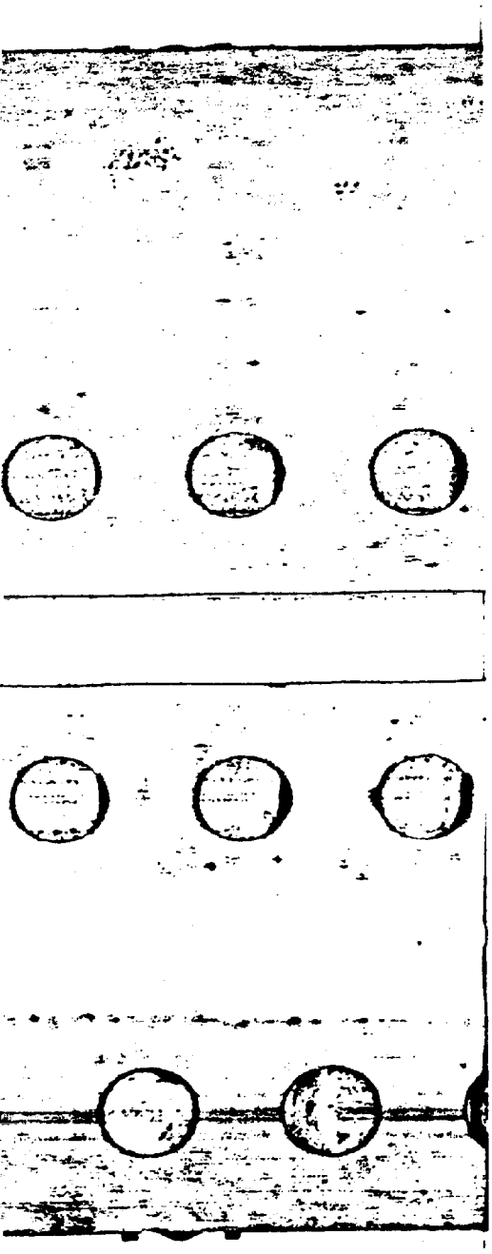
$ 145,000.00 Dewey W. Pedigo
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 15 DAY OF February 19 96.

B. Edwards
Notary Public

MY ~~COMMISSION EXPIRES~~: ~~5-25-98~~ Dep. Reg.

~~(AFFIX SEAL)~~



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

RECEIVED OF _____

FOR _____

BOOK 9949 PG 256

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 145000.00
MAMT 125000.00
CON TX 536.50
MOR TX 141.45
PRFEE 1.00
WDEED 24.00
TOTAL 702.95
[illegible] 702.95

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

02-15-96 01 13:55 0001 3412

0150785
IDENTIF. # REFERENCE

96 FEB 15 PM 1:55
FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN.

No. 1006602