BOOK 9989PG254

This instrument prepared by: Box 62
SHERRARD & ROE, PLC
424 Church Street, Suite 2000
Nashville, Tennessee 37219

Maximum principal indebtedness for Tennessee recording taxes purposes is $112,500.00.

Address New Owner:	**Send Tax Bills to:**	**Map/Parcel**
I.S.A., Inc. Attn: Michael Shields P.O. Box 22096 Nashville, Tennessee 37202	Estate of Louise O. Hailey c/o John H. Roe, Jr. 424 Church St., Suite 2000 Nashville, TN 37219	Map 58, Part Parcel 94

INSTALLMENT DEED

FOR AND IN CONSIDERATION OF the sum of **One Hundred Fifty Thousand Dollars** ($150,000.00) of which **Thirty-Seven Thousand Five Hundred and no/100 Dollars** ($37,500.00) has been paid in cash by the Grantee hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said Grantee has executed an Installment Deed Note (the "Note") providing for payment of the balance due, and providing for payment of attorney's fees, and to secure the payment of said Note, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed, **the Estate of Louise Oakley Hailey, Deceased,** hereinafter called the Grantor, has this day bargained and sold, and does hereby grant, transfer, sell and convey unto **I.S.A., Inc.,** a Tennessee corporation, hereinafter called Grantee, certain real estate in Davidson County, Tennessee, more particularly described as follows:

> Lot Nos. 1, 2, 3, 4 and 5 of record in Plat Book 8250, page 521, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate description.
>
> Being part of the same property conveyed to Mrs. W. L. Hailey (being one and the same person as Louise Oakley Hailey) by deed of record in Book 3946, page 623, said Register's Office. Title is now vested in John H. Roe, Jr., Executor, pursuant to Last Will and Testament of Louise Oakley Hailey of record in Book 9866, page 234, Register's Office for Davidson County, Tennessee ("RODC").

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantee, its successors and assigns forever. Grantor covenants that it is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered, except for the following: (1) Taxes for 1996 and subsequent years; (2) all matters shown on the Plan of Homeland Heights, Section 4 of record in Plat Book 8250, page 521, RODC (the "Plan"); (3) Greenbelt Application in Book 8843, page 498, RODC; (4) Restrictive Covenants of record in Book 9963, page 210, RODC (the "Restrictions"); and (5) Easement to the Metropolitan Government of Nashville and Davidson County of record in Book 8403, page 534, RODC.

Grantor further covenants and binds itself, its successors and representatives, to warrant and forever defend the title to the said real estate to said Grantee, its successors and assigns, against the lawful claims of all persons.

AND NOW, for the purpose of better and more effectually securing the payment of said 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 the consideration of Ten Dollars ($10.00), to the undersigned in hand paid, the Grantee does hereby transfer and convey unto **John H. Roe, Jr., Trustee,** 424 Church Street, Suite 2000, Nashville, Tennessee 37219, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid only. The Grantee further agrees not to commit any waste on the property and to maintain the same in good order and in compliance with the Plan, the Restrictions and applicable law, and to pay all taxes and assessments thereon, when due; and in case the Grantee fails to do any of the foregoing, then the Trustee, or the lawful owner and holder of said Note, 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 hereby, the same to bear interest from the date of such payment at the Maximum Rate prescribed in the Note. Now, if the said Grantee shall pay the Note when due, according to its terms, and pay taxes, keep up repairs, and maintain said property, as aforesaid,

then this trust conveyance shall be of no further force or effect. But if the Grantee fails to pay the Note or part thereof, promptly at maturity or if, failing to pay taxes, or maintain the property as herein provided, the Grantee fails to reimburse the Trustee or lawful owner and holder of the Note for all sums, with interest, so expended by said Trustee, or lawful owner and holder of the Note, within ten (10) 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 the Note, all remaining unpaid installments shall become due and payable at once, without notice, and the Trustee, or his successor in trust is hereby authorized and empowered, upon giving twenty (20) days prior notice by three (3) publications in any newspaper, daily or weekly, published in Davidson County, Tennessee to sell said property at the South 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 conveyance. The Grantee agrees that the Trustee, may at any time, after default in the payment of any one of said installments due under the Note, enter and take possession of said property, and shall only account for the net rents actually received by him. The Grantee further agrees 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 property.

3rd. To the payment of all unpaid installments 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 the Grantee, its successors, representatives or assigns.

In case of the death, absence, inability or refusal to act of the Trustee at any time when action under the foregoing power and trusts may be required, the lawful owner and holder of the 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 the said Trustee shall be vested in said successor.

Grantor shall permit Grantee to obtain releases of individual Lots when the entire portion of the Purchase Price attributable to such Lot (inclusive of the prorata portion of the down payment and principal payments on the Note) have been paid in full.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

The 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, Grantor and Grantee have hereunto set their hands this 15TH day of March, 1996.

Estate of Louise Oakley Hailey, Deceased, GRANTOR

By: _____
John H. Roe, Jr.
Executor

I. S. A, Inc.
GRANTEE

By: _____
Michael L. Shields
President

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 H. Roe, Jr.,**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), who acknowledged that he is the Executor of the Estate of Louise Oakley Hailey, Deceased, and who further acknowledged that he, being authorized so to do, executed the within instrument for the purposes therein contained by signing the name of the Estate of Louise Oakley Hailey by himself as Executor.

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

Rita McQuerry
NOTARY PUBLIC

My Commission Expires: 1-25-97

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared **Michael L. Shields**, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be **President** of I.S.A., Inc., a corporation, 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 himself as **President**.

Witness my hand and seal at office in Nashville, Tennessee, this 15 day of March, 1996.

Rita McQuerry
NOTARY PUBLIC

My Commission Expires:
1-25-97

STATE OF TENNESSEE)
)
DAVIDSON COUNTY)

The consideration for this transfer or value of this property, whichever is greater, is $150,000.00.

Michael L. Shields
AFFIANT

Subscribed and sworn to before me this 15 day of March, 1996.

Rita McQuerry
Notary Public

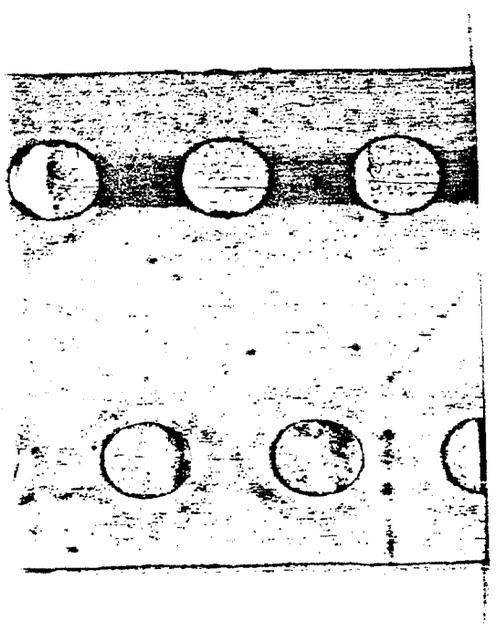
My commission expires: 1-25-97

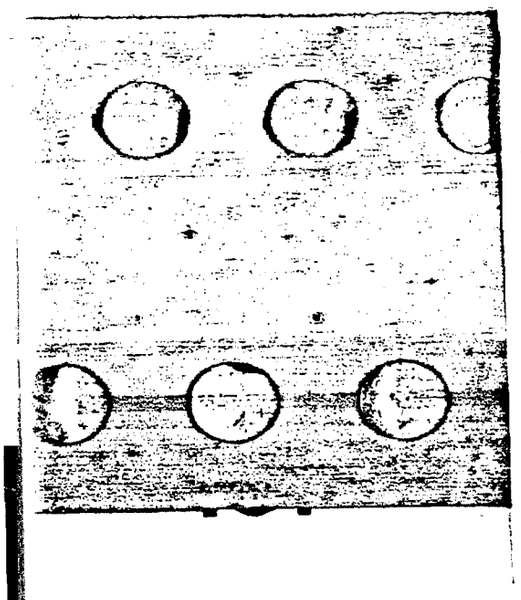
0163398
IDENTIF. ↑ REFERENCE

96 MAR 25 AM 11:05
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

1967 03/25 0101 CHECK 695.00

INSTALLMENT DEED/HAILEY/102473.1
927-__2





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

RECEIVED OF _____

FOR _____

BOOK 9989 PG 257

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	
				150000.00
			MAMT	
				112500.00
			CON TX	555.00
			MOR TX	127.08
			PRFEE	1.00
			WDEED	12.00
			TOTAL	695.08
			CHECK	695.08

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

03/25/96 01 11:11 0001 1967

0163398
IDENTIF. & REFERENCE

96 MAR 25 AM 11:09
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 1020004