Box 21 A

The maximum principal indebtedness for Tennessee recording tax purposes is $50,000.00.

This instrument prepared by:
Mark E. Morrison
Grissim & Hodges
323 Union Street
Nashville, Tennessee 37201

INSTALLMENT DEED

BOOK 10080 PG 268

ADDRESS NEW OWNER:	SEND TAX BILLS TO:	MAP/PARCEL NO.:
J. William Blevins 421 Hart Lane P.O. Box 160387 Nashville, TN 37216-0387	SAME	Map: 61 Parcel: 37

For and in consideration of the sum of EIGHTY THOUSAND AND NO/100 ($80,000.00) Dollars, of which Thirty Thousand and No/100 ($30,000.00) Dollars has been paid in cash by the Grantee hereinafter named, the receipt of which is hereby acknowledged, and for the remainder, the Grantee has given his notes of even date in the amount of Thirty Thousand and No/100 ($30,000.00) Dollars and Twenty Thousand and No/100 ($20,000.00) Dollars (the "Notes"), payable to Grantor as therein set out; reference is hereby made to the Notes for the terms and conditions thereof; and providing for payment of attorney's fees, and to secure the payment of the Notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed.

I, CLAUDIA LEE McRANNOLDS, hereinafter called the "Grantor", have this day bargained and sold, and do hereby transfer and convey unto J. WILLIAM BLEVINS, hereinafter called "Grantee", his heirs and assigns, certain real estate in Davidson County, Tennessee, more fully described on Exhibit "A", attached hereto and incorporated herein by reference (the "Property").

TO HAVE AND TO HOLD the parcel of land, with the appurtenances, estate, title and interest thereto belonging to the Grantee, his heirs, successors and assigns, forever. And Grantor does covenant with the Grantee that he is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, except for current property taxes and except as set forth above. And Grantor does further covenant and bind herself, her heirs and representatives to warrant and forever defend the title to the said land to the Grantee, his heirs, successors and assigns, against the lawful claims of all persons, whomsoever.

AND NOW, for the purpose of better and more effectually securing the payment of the Notes, and rendering unnecessary court proceedings for the enforcement of the lien in the event of the non-payment of the Notes, as they mature, as hereinafter provided, and for the consideration of One Dollar to me in hand paid, the Grantee does hereby transfer and convey unto Mark E. Morrison, Trustee, 323 Union Street, Nashville, Tennessee 37201, his successors and assigns, the Property, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

Grantee agrees to pay all taxes and assessments thereon, and to pay them when due; and in case Grantee fails to do either, then the trustee, or the lawful owner and holder of the 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 Grantee shall pay the Notes when due, according to their terms, and pay taxes, as aforesaid, then this trust conveyance shall be of no further force or effect. But if Grantee fails to pay any one of the Notes or part thereof promptly at maturity or if, failing to pay taxes, as herein

provided, or if Grantee fails to reimburse the trustee or lawful owner and holder of the Notes for all sums, with interest, so expended by the trustee, or lawful owner and holder of the Notes, within 30 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 Notes, or any of the Notes then past due and unpaid, all remaining unpaid notes shall become due and payable at once, without notice, and the trustee, or his successor in trust, is hereby authorized and empowered, upon giving 20 days' notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell the Property at the front door of the courthouse in said county to the highest bidder for cash, at public outcry, free from the equity of redemption and all other rights of redemption, homestead, dower and all other exemptions and marital rights, including but not limited to the statutory right of redemption set forth in Tennessee Code Annotated Section 66-8-101, all of which are hereby expressly waived by Grantee; and the trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The holder of the Notes may bid at any sale under this conveyance.

Grantee agrees that in the event the trustee fails, before selling the 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 the Property. In case of sale hereunder, the proceeds will be applied by the trustee as follows:

First: 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, or for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of the lien; also the expenses of any such litigation.

Second: To the payment of all taxes which may be unpaid on the Property.

Third: To the payment of all unpaid notes herein secured, and any and all sums expended in the protection of the Property, as herein authorized.

Fourth: The residue, if any, will be paid to the Grantee herein, his heirs, 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 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 the trustee shall be vested in the successor.

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.

WITNESS our hands this 7th day of June, 1996.

GRANTOR:

CLAUDIA LEE MCRANNOLDS

BY: Franklin O. Griggs
FRANKLIN O. GRIGGS, attorney
-in-fact for Claudia Lee McRannolds
by Power of Attorney of record
in Book 10080, page 266
Register of Deeds Office for
Davidson County, Tennessee

GRANTEE:

J. WILLIAM BLEVINS

J William Blevins

STATE OF TENNESSEE

COUNTY OF DAVIDSON

On this 7th day of June, 1996, before me personally appeared FRANKLIN O. GRIGGS, to me known (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument in behalf of CLAUDIA LEE McRANNOLDS, and acknowledged that he executed the same as the free act and deed of said CLAUDIA LEE McRANNOLDS.

WITNESS my hand, at office, this 7th day of June, 1996.

Peggy F. Axford
NOTARY PUBLIC

My Commission Expires: 1/24/98

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned a Notary Public, J. William Blevins, with whom I am personally acquainted and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 6th day of June, 1996.

Peggy F. Axford
NOTARY PUBLIC

My Commission Expires: 1/24/98

STATE OF TENNESSEE

COUNTY OF DAVIDSON

The actual consideration for this transfer, or value of property (whichever is greater) is $80,000.00. This is equal to or greater than the property would bring at a fair and voluntary sale.

Affiant

Subscribed and sworn before me this 6th day of June, 1996.

Peggy F. Axford
NOTARY PUBLIC

My Commission Expires: 1/24/98

blevins\deed-ins.bar

EXHIBIT "A"
LEGAL DESCRIPTION

BOOK 10080 PG 271

LAND lying in the 12th Civil District of Davidson County, Tennessee, being more particularly described as follows:

BEGINNING at a threaded rod at the southeast corner of the herein described tract and the northeast corner of the tract owned by J. William Blevins of record in Book 6372, page 116, Register's Office of Davidson County, Tennessee, also being a point on the western side of Ben Allen Road in a 50 foot right of way; thence with the line between Blevins and the herein described tract, South 85 degrees 58 minutes 40 seconds West 591.77 feet to an iron pin located in east line of the right of way of Ellington Parkway; thence with said right of way for the following three calls, North 03 degrees 46 minutes 16 seconds East 118.68 feet to a concrete monument; thence North 4 degrees 39 minutes 17 seconds West 215.17 feet to a concrete monument; thence North 16 degrees 43 minutes 52 seconds West 129.81 feet to an iron pin, said pin being the southwest corner of the Option Realty Company Subdivision, of record in Plat Book 6200, page 572; thence South 77 degrees 04 minutes 06 second East 570.47 feet to an iron pin located in the west margin of the right of way of Ben Allen Road; thence South 15 degrees 46 seconds 07 seconds East 299.28 feet to the point of beginning.

BEING a portion of the same property conveyed to R. F. McRannolds and wife, Claudia Lee McRannolds, by Deed of record in Book 752, page 429, Register's Office of Davidson County, Tennessee. The said R. F. McRannolds having since died.

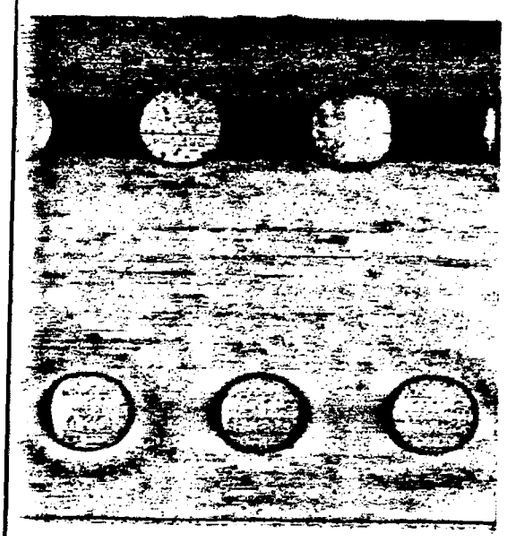
This legal description was prepared pursuant to a survey prepared by David P. Brackman on May 18, 1996, R.L.S. #1684.

Blevins\BAR-legal.des

0190630
IDENTIF. ↑ REFERENCE

96 JUN -7 PM 3:37
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

1139 3677 1701 33CHECK 368.20



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

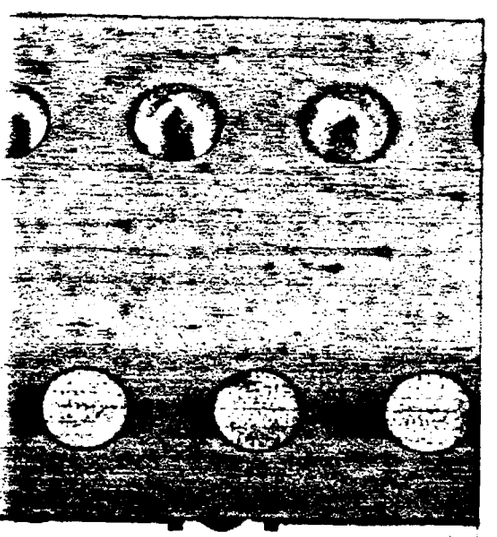
RECEIVED OF _____

FOR _____

BOOK 10080 PG 272

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
				MAMT 80000.00
				CANCEL
			06/07/96 01	15:44 0001 1188



0190630
IDENTIF. ↑ REFERENCE

96 JUN -7 PM 3:37

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

CAMT	80000.00
MAMT	50000.00
CON TX	296.00
MOR TX	55.20
PRFEE	1.00
WDEED	16.00
TOTAL	368.20
CHECK	368.20

06/07/96 01 15:44 0001 1189

No. 1049039