Maximum principal indebtedness for Tennessee recording tax purposes is $75,600.00

THIS INSTRUMENT PREPARED BY:
W. WARNER McNEILLY, III
Suite 300
214 Second Avenue, North
Nashville, Tennessee 37201

INSTALLMENT DEED

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Rita N. LaRue 115 McMurray Circle Nashville, TN 37211	Same	Map: 147-16A Par: 015

0237718
IDENTIF. & REFERENCE

96 OCT 18 PM 3:39
FELIX Z. KALSCHEID REGISTER
DAVIDSON COUNTY, TN.

PICK-UP

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $ 75,600.00

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $76,000.00.

Rita N. LaRue
RITA N. LaRUE

SUBSCRIBED AND SWORN to before me this 15 day of October, 1996.

Notary Public

My Commission Expires:

1/24/98

FOR AND IN CONSIDERATION of the sum of Seventy-Six Thousand and No/100 Dollars ($76,000.00) for which RITA N. LaRUE ("GRANTEE") (i) has paid cash of Four Hundred and No/100 Dollars ($400.00) and (ii) has executed an Installment Deed Note of even date payable to the order of WILLIAM G. RUSSELL and DAVID E. RUSSELL ("GRANTORS") in the principal sum of Seventy-Five Thousand Six Hundred and No/100 Dollars ($75,600.00) with interest thereon calculated at the rate of eight and one-half percent (8.5%) per annum payable in eighty-four (84) consecutive equal monthly installments of Four Hundred Forty and No/100 Dollars ($440.00) commencing January 10, 1997, and continuing on the tenth (10th) day of each month thereafter, and a balloon payment of Eighty-Six Thousand One Hundred Fifty-Nine and 75/100 Dollars ($86,159.75) on January 10, 2004, provided, however, that if the GRANTEE should earlier convey any part or all of either her legal or equitable interest in the real estate herein conveyed without the prior consent of GRANTORS, the then entire balance of the Installment Deed Note, including but not limited to principal, interest and all other amounts owing pursuant to the said Note, shall be at once due and payable.

We, the GRANTORS, have this day bargained and sold, and do hereby transfer and convey unto the said GRANTEE, her heirs and assigns, certain real estate in Davidson County, Tennessee, and more particularly described in Exhibit "A" to this Installment Deed.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging to said GRANTEE, her

heirs and assigns, forever. GRANTORS do covenant that they are lawfully seized and possessed of said real estate in fee simple, that they have a good right to convey it and that the same is unencumbered, except as shown in Exhibit "A".

We, the GRANTORS, do further covenant and bind ourselves, our heirs and representatives, to warrant and to forever defend the title to the said real estate to said GRANTEE, her heirs and assigns, against the lawful claims of all persons.

AND NOW, for the purpose of better and more effectively securing the payment of the Installment Deed Note including any extensions, renewals or modifications thereof (collectively "the Note") and rendering unnecessary Court proceedings for the enforcement of the Note and the lien which secures it in the event of any default in the terms and conditions of the Note or this Deed, as hereinafter provided, and for and in consideration of One Dollar ($1.00) to me in hand paid, I, the said GRANTEE, herein do hereby transfer and convey unto W. WARNER McNEILLY, III, TRUSTEE, and his successors in trust, the real estate described in Exhibit "A" hereto with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid. TO HAVE AND TO HOLD said real estate to the said TRUSTEE, and his successor in trust, forever. The GRANTEE covenants that she is lawfully seized and possessed of said real estate, has a good right to convey it, and that the same is unencumbered except as hereinabove set out.

The GRANTEE further covenants and binds herself, her heirs and representatives, to warrant and defend the title to said land to the said Trustee, and his successors in trust, and his assigns, forever, against the lawful claims of all persons. However, this conveyance to the said Trustee is made IN TRUST to secure the payment of said promissory note and all sums due thereunder and for the uses and trusts herein set forth, and for no other purpose.

I, the said GRANTEE, do hereby agree to keep all buildings now on, or to be hereafter erected on said real estate, insured against fire, flood, wind or other casualty by some reliable insurance company or companies for the maximum insurable value until the Note is fully satisfied and to cause the said TRUSTEE, as his interest may appear, to be named as the loss payee on all such insurance policies, and, on demand, to furnish to the GRANTORS or the TRUSTEE proof of such insurance and payment of premiums. I further agree to keep the improvements on the real estate in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due. In case I fail to timely pay such insurance premiums, taxes, or assessments, then the said TRUSTEE, or the lawful owner and holder of the Note, 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 legal rate of interest.

Now, if I, the said GRANTEE, shall pay the indebtedness aforesaid when due, taxes, keep up repairs, and keep said premises insured as agreed, then this trust conveyance shall be of no further force or effect. However, if I default in the making of any payment pursuant to the Note, or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided, I fail 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 thirty (30) days from the 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, the balance of the indebtedness 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 (20) days' notice by three (3) publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said real estate at the front door of the Courthouse in said county to the highest bidder for cash, at the public outcry, free from the equity of redemption, homestead, dower and all other exemptions of every kind which are hereby expressly waived by GRANTEE; and the said

TRUSTEE, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The GRANTORS or the then lawful owner and holder of the Note may bid at any sale under this conveyance. I agree that the TRUSTEE may, at any time, after any default in the payment of the Indebtedness enter and take possession of said real estate, and shall only account for the net rents actually received by him. I further agree that in the event the TRUSTEE fails, before selling said real estate, as herein provided, to enter and take possession thereof, the purchaser shall be immediately entitled to immediate possession thereof upon the delivery to him by the TRUSTEE of a deed for said real estate.

In case of a sale hereunder the proceeds will be applied by the TRUSTEE as follows:

(1) to the payment of all costs, charges, and expenses, including attorney's fees and expenses, including litigation expenses, incurred in the execution and enforcement of this Installment Deed and the Installment Deed Note; (2) to the payment of all taxes which may be unpaid on said premises; (3) to the payment of the Note; and (4) the residue, if any, will be paid to such parties as are legally entitled to it.

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 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.

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.

Any act, failure to act or failure to enforce any condition of this Deed or the Note by the TRUSTEE, the GRANTOR, or the lawful owner and holder of the Note, shall not be construed as a waiver of any such condition or requirement.

WITNESS our hands this 15th day of October, 1996.

GRANTORS:

William G. Russell
WILLIAM G. RUSSELL

Dani E. Russell
DAVID E. RUSSELL

GRANTEE:

Rita N. LaRue
RITA N. LaRUE

TRUSTEE:

W. WARNER McNEILLY, III

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before, [illegible], a Notary Public, WILLIAM G. RUSSELL, 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 15 day of October, 1996.

Notary Public

My Commission Expires:
1/24/98

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before, [illegible], a Notary Public, DAVID E. RUSSELL, 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 15 day of October, 1996.

Notary Public

My Commission Expires:
1/24/98

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before, [illegible], a Notary Public, RITA N. LaRUE, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 15th day of October, 1996.

Notary Public

My Commission Expires:
1/24/98

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before, Connie Tomlinson, a Notary Public, W. WARNER McNEILLY, III, 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 15th day of October, 1996.

Connie Tomlinson
Notary Public

My Commission Expires:
1-23-97

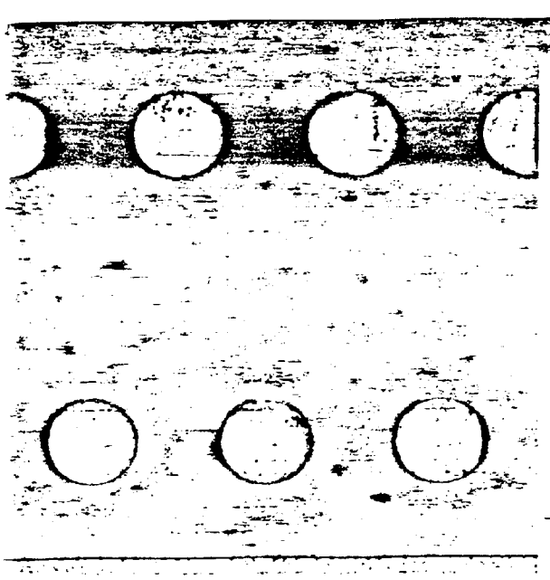
EXHIBIT A

A certain unit in Davidson County, Tennessee, being Unit No. 15 on the plan of McMurray Court, a deminimus Planned Unit Development, of record in Book 6250, page 230 as amended in Book 6606, page 144, Register's Office for said County, to which plan and record thereof are incorporated herein and made a part hereof by reference.

This conveyance is subject to Master Deed and By-laws, which contain restrictive covenants and other matters of record in Book 6446, page 539 as amended in Book 6481, page 849 all in the Register's Office for said County and to the matters set forth in the above referenced plan of record.

Being the same property conveyed to William G. Russell and David E. Russell by deed of record in Book 7394, page 586, R.O.D.C. from Chuck Thompson and Lisa R. Randall as corrected by Deed of Correction of record in Book 7512, page 311, R.O.D.C.

1730 10/13 01:01 03CHECK 386.84



OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

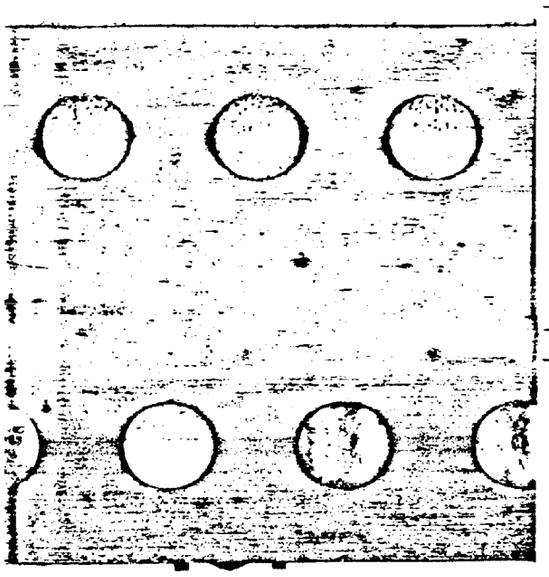
FOR _____

BOOK 10230 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
			CAMT	76000.00
			MAMT	75600.00
			CON TX	281.20
			MOR TX	84.64
			PRFEE	1.00
			WDEED	20.00
			TOTAL	386.84
			CHECK	386.84
		10/18/96	01	15:44 0001 1730

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK



0237718

IDENTIF. ← REFERENCE

96 OCT 18 PM 3:39

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

Nº 1078733

No [redacted]