BOOK 10718 PG 852

Maximum principal indebtedness for Tennessee recording tax purposes is $24,000.00.

THIS INSTRUMENT PREPARED BY:
Watkins, McGugin, McNeilly & Rowan, PLLC
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
Ed Brown Builders, Inc. 315 33rd Avenue, North Nashville, TN 37209	Ed Brown Builders, Inc. 820 West Greenwood Ave. Nashville, TN 37206	Map: 92-13 Par: 183

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $27,000.00.

Ed Brown Buiders, Inc.

By: _____
D. Edward Brown, President

SUBSCRIBED AND SWORN to before me this 8th day of April, 1997.

_____
Notary Public

My Commission Expires:

1/24/98

0379484
IDENTIFICATION REFERENCE

97 DEC 12 AM 11:50
FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TN.

PICK-UP

FOR AND IN CONSIDERATION of the sum of Twenty-Seven Thousand and No/100 Dollars ($27,000.00) for which D. EDWARD BROWN (i) has paid cash of Three Thousand and No/100 Dollars ($3,000.00) and (ii) executed an Installment Deed Note of even date payable to the Trust under Agreement with J. C. Davis, Jr. and Ruby A. Davis ("GRANTORS") in the principal sum of Twenty-Four Thousand and No/100 Dollars ($24,000.00) with interest thereon calculated at the rate of eight percent (8%) per annum payable in One Hundred Nineteen (119) consecutive equal monthly installments of principal and interest each in the amount of Two Hundred Fifty and No/100 Dollars ($250.00) commencing February, 1998, and continuing on the first (1st) day of each month thereafter, and a final payment of Seven Thousand Seven Hundred Eighty-Four and Ninety-Three/100 Dollars ($7,784.93) on January 1, 2008 and further provided, however, that if GRANTEE should earlier convey any part or all of either its legal or equitable interest in the real estate herei conveyed without the prior consent of GRANTORS, the then er balance of the Installment Deed Note, including but not li principal, interest and all other amounts owing pursu

said Note, shall be at once due and payable.

We, GRANTORS, have this day bargained and sold, and do hereby transfer and convey unto ED BROWN BUILDERS, INC., (GRANTEE), its successors and assigns, certain real estate in Davidson County, Tennessee, and more particularly described as follows:

Land in Davidson County, Tennessee, being Lot No. 82 on the Map of Hortense Place, as of record in Book 161, page 167, Register's Office for said County.

Said Lot No. 82 fronts 57-1/2 feet on the westerly side of 33rd Avenue North, formerly Baron Avenue, and runs back with the northerly margin of Elkins, formerly 2nd Avenue, 140 feet, more or less, to an alley and shows 69 feet thereon.

Being the same property conveyed to J. C. Davis, Jr., an unmarried man, by deed from Annie Lucille Hows (formerly Annie Lucille Collier Register) and husband, Barney Hows, of record in Book 2535, page 553, Register's Office for Davidson County, Tennessee. The said J. C. Davis, Jr. having since died, devising a one-third (1/3) interest in the above described property to his wife, Ruby A. Davis, and a two-thirds (2/3) interest in above described property to First American Trust Company, N.A., Nashville, Tennessee, Trustee under the J. C. Davis Restated Trust Agreement, by will of record in Book 10718, page 879, Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging to GRANTEE, its successors and assigns, forever. GRANTORS do hereby covenant with GRANTEE that GRANTORS have not made, done, executed, allowed or suffered any act, instrument or thing whatsoever whereby said land, or any part thereof, now or at any time hereafter shall be charged or encumbered in any manner whatsoever; and GRANTORS do further covenant and bind themselves, their heirs, successors and assigns, to warrant and forever defend the title to said land to GRANTEE, its successors and assigns, against the lawful claims of all persons by, through or under GRANTORS, but not otherwise.

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, GRANTEE, herein does hereby transfer and convey unto W. WARNER McNEILLY, III, TRUSTEE, and his successors in trust, the real estate described above hereto with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid. TO HAVE AND TO HOLD said real estate to TRUSTEE, and his successors in trust, forever. GRANTEE covenants that it 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.

GRANTEE further covenants and binds itself, its successors and assigns, to warrant and defend the title to said land to TRUSTEE, and his successors in trust, and his assigns, forever, against the lawful claims of all persons. However, this conveyance to 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.

GRANTEE, does 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 mpanies for the maximum insurable value until the Note is fully fied and to cause TRUSTEE, as his interest may appear, to be

named as the loss payee on all such insurance policies, and, on demand, to furnish to GRANTORS or TRUSTEE proof of such insurance and payment of premiums. GRANTEE further agrees 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 GRANTEE fails to timely pay such insurance premiums, taxes, or assessments, then 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 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 GRANTEE defaults 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, GRANTEE fails to reimburse TRUSTEE or lawful owner and holder of the Note for all sums, with interest, so expended by 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 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 TRUSTEE, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. GRANTORS or the then lawful owner and holder of the Note may bid at any sale under this conveyance. GRANTEE agrees that 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. GRANTEE further agrees that in the event 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 TRUSTEE of a deed for said real estate.

In case of a sale hereunder the proceeds will be applied by 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 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 TRUSTEE shall be vested in said successor.

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 TRUSTEE, 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 8th day of December, 1998.

GRANTORS: TRUST UNDER AGREEMENT WITH
J. C. DAVIS, JR.

By: _____
FIRST AMERICAN NATIONAL BANK, TRUSTEE

_____
RUBY A. DAVIS

GRANTEE: ED BROWN BUILDERS, INC.

By: _____
D. EDWARD BROWN, President

TRUSTEE: _____
W. WARNER McNEILLY, III

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, _____, of 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 FIRST AMERICAN NATIONAL BANK, the within named bargainor, 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 seal, in Nashville, Tennessee, this 8th day of _____, 1997.

_____
NOTARY PUBLIC

My Commission Expires:
11/19/98

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before, _____, a Notary Public, RUBY A. DAVIS, 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 8th day of _____, 1997.

_____
Notary Public

My Commission Expires:
11/19/98

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before, Misty Doney, 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 8th day of December, 1997.

Misty Doney
Notary Public

My Commission Expires:
1-17-99

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Ed W Warner III, of the State and County aforesaid, personally appeared Ed Brown, 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 President of Ed Brown Builders, Inc., the within named bargainor, a corporation, and that he as such President, 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, in Nashville, , Tennessee, this 8th day of December, 1997.

NOTARY PUBLIC

My Commission Expires:
1/17/99

0452 12/12 0101 03CHECK 146.20

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE. TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 10718 PG 897

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 27000.00
MAMT 24000.00
CON TX 99.90
MOR TX 25.30
PRFEE 1.00
WDEED 20.00
TOTAL 146.20
CHECK 146.20

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK 12/12/97 01 11:49 0001 0452

03794844
IDENTIF. A REFERENCE
97 DEC 12 AM 11:50
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No.1231218