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INSTALLMENT DEED

FROM: Charles Cowell and wife, Jennie Sue Cowell

TO: Edwin R. Rutherford, III

ADDRESS NEW OWNER:	SEND TAX BILLS TO:	MAP-PARCEL NOS.
2100 Highway 12 South Ashland City, TN 37015	Same	13DA-59730 Map: 69 Par: 54

FOR AND IN CONSIDERATION OF $20,000.00, receipt of which is acknowledged, and a $15,000.00 promissory note payable January 4, 1999 to the order of Charles Cowell and wife, Jennie Sue Cowell, the Grantors, made by Edwin R. Rutherford, III, the Grantee, to secure payment of which a lien is retained on the land herein conveyed, Grantors have bargained and sold, and by these presents do transfer and convey to Grantee his heirs, and assigns, real property in Davidson County, Tennessee, described as follows:

BEING a lot of land in the 13th, formerly the 23rd Civil District of Davidson County, Tennessee, BEING Lot No. 7, Exhibited "C" on the Plan of the land of Dr. J. H. Jordan, deceased, as of record in Plat Book No. 2, Page 79, Chancery Court at Nashville, described as follows:

BEGINNING in the center of the Hydes Ferry Pike, at the corner of Lots Nos. 7 and 8 on said Plan; thence, with the line between said two lots S 2-1/2° W. 265 feet to a stake, the S.E. corner of said Lot No. 7; thence, with the south line with Lot No. 7 and the north line of said Lot No. 8 N. 87 1/2° W. 128.5 feet to the corner of Lots Nos. 6 and 7; thence, N. 2-1/2° E. with the line between said two lots 265 feet to the center of said Pike; thence, with the center of said Pike S 87-1/4° E. 128.5 feet to the beginning, same being part of the land set apart by decree of Chancery Court, recorded in Minute Book 53, Page 551 to 557, of the Chancery Court of Davidson County, Tennessee.

BEING the same property conveyed to Charles Cowell and wife, Jennie Sue Cowell by Warranty deed from Leafie Boyd and Elvester Lathan, of record in Book 6287, Page 155, Register's Office for Davidson County, Tennessee.

INCLUDED IN THE ABOVE DESCRIPTION, BUT EXPRESSLY EXCLUDED THEREFROM is a strip of property deeded by a Right-of-Way Deed, of record in Book 1715, Page 609, register's Office for Davidson County, Tennessee, BEING a strip 133 feet long bounded by the East and West lines of said Lot and beginning 35 feet from the center of State Highway 12 as proposed and consisting of 0.14 acres, more or less.

This conveyance is subject any and all existing Easements and Restrictions of record.

This is improved property known as 4415 Ashland City Road, Nashville, Tennessee 37218.

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

TO HAVE AND TO HOLD said real property, with the appurtenances, estate, title and interest thereto belonging to the Grantee, his heirs and assigns, forever; and Grantors covenant with Grantee that they, are lawfully seized and possessed of said real property in fee simple, have a good right to convey it, and the same is unencumbered; and Grantors covenant and bind themselves, their heirs and representatives, to warrant and forever defend the title to said real property to the Grantee, his heirs and assigns, against the lawful claims of all persons whomsoever.

And now, for the purpose of better and more effectively securing the payment of said promissory note, and for and in consideration of the sum of One and No/100 ($1.00) Dollar to them paid, and other consideration herein mentioned, the receipt and sufficiency of which is hereby acknowledged, Grantee has this day bargained and sold, and hereby transfers and conveys, to Alf Adams, Trustee, and his successors in trust, the real property hereinabove described.

TO HAVE AND TO HOLD said real property to the said Trustee, and his successors in trust, forever. Grantee covenants that he is lawfully seized and possessed of said real property, and has a good right to convey it. Grantee further covenants and binds himself, his heirs and representatives, to warrant and defend the title to said real property to the said Trustee, his successors in trust, and his assigns, forever, against the lawful claims of all persons. However, this conveyance 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.

No part of the said real property or any interest therein shall be sold or transferred by Grantee without the prior written consent and approval of the owner and holder of the indebtedness secured herein.

If Grantee shall pay the indebtedness aforesaid when due, according to the terms of said promissory note, then this instrument is to be of no further force or effect. However, if he fails to pay the same when due, the indebtedness hereby secured

shall, at the option of the owner and holder of said note, and without notice, become immediately due and payable, and upon such default, this conveyance remains in full force and effect, and the said Trustee, or his successor in trust, is authorized and empowered, upon giving twenty (20) days' notice, by three (3) publications in Davidson County, Tennessee, to sell said real property at the Courthouse door in said County, to the highest bidder, for cash, and free from the statutory right of redemption, equity of redemption, homestead, dower, statutory and elective rights, and all other exemptions of every kind, all of which are hereby waived, and the said Trustee, or his successor in trust, is authorized to make a deed to the purchaser. The owner and holder of the indebtedness herein secured may bid at any sale under this conveyance. Grantee agrees that the Trustee may, at any time, after default in payment of said note, enter and take possession of said land, and shall only account for net rents received by him.

Grantee agrees to keep the improvements on said property insured by some reliable insurance company or companies against the usual risks of fire and extended coverage for the sum of the maximum insurable amount, until the sum herein secured is fully paid, and to have the loss made payable on the policy to said Trustee for the benefit of the owner and holder of the debt herein secured. Grantee agrees to keep the improvements on said real property in good repair and preservation and to pay all taxes and assessments when due; and in case he fails to do either, then said Trustee, or the owner and holder of the debt herein secured, may do either, and charge and treat the amount so expended as a part of the debt herein secured.

In case of sale under the lien herein contained, the proceeds will be applied by the Trustee:

First - to pay all the costs and charges of executing this trust, including attorneys' fees and the expenses of any litigation that may arise on account of the execution and enforcement of this trust.

Second - To pay any unpaid taxes or assessments.

Third - To pay said debt, or any balance thereof then remaining unpaid.

Fourth - The residue to be paid to Grantee or to his heirs or assigns.

In case of the death, absence, inability, or refusal to act of the said Trustee at any time when action under the foregoing powers and trust may be required, the owner and holder of the debt herein secured is authorized to appoint a successor to execute this trust, and the title herein conveyed to the said Trustee, shall be vested in said successor.

In the event of a sale of said real property by virtue of this trust, Grantee, and all persons holding under him shall be and become tenants at will of the purchaser from and after the execution and delivery of a deed to the purchaser, said tenancy to be terminated at the option of the purchaser upon five (5) days' written notice.

The said Trustee, or his successors, may execute the power of sale herein contained and the other powers and rights without giving bond or taking oath.

IN WITNESS WHEREOF, the parties have executed this instrument on this 14th day of Dec., 1998.

Charles Cowell
CHARLES COWELL, GRANTOR

Jennie Sue Cowell
JENNIE SUE COWELL, GRANTOR

Edwin R Rutherford III
EDWIN R. RUTHERFORD, III, GRANTEE

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Christina Thomas, a Notary Public in and for said County and State, the within named, **CHARLES COWELL** and **JENNIE SUE COWELL**, 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 purposes therein contained.

Witness my hand and official seal at Nashville Tennessee ~~California~~, this 15th day of December, 1998.

Christina Thomas
NOTARY PUBLIC
5/23/2001

MY COMMISSION EXPIRES:

5/23/2001

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STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Thomas C Jones, a Notary Public in and for said County and State, the within named, **EDWIN R. RUTHERFORD, III**, the bargainor, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 14th day of December, 1998.

Thomas C Jones
NOTARY PUBLIC

MY COMMISSION EXPIRES:

Sept. 23-2000

STATE OF Tennessee
COUNTY OF Davidson

The actual consideration or value, whichever is greater, for this transfer is $ 35,000.

Edwin R Rutherford III
AFFIANT

SWORN TO AND SUBSCRIBED before me this 14th day of December, 1998.

Thomas C Jones
NOTARY PUBLIC

MY COMMISSION EXPIRES:

September 23-2000

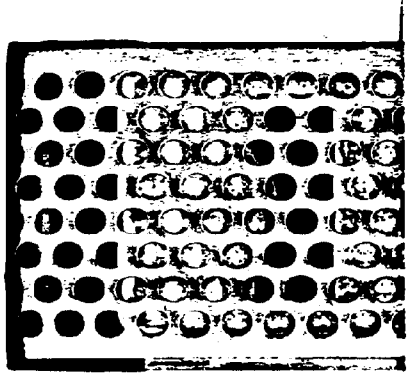
Maximum principal indebtedness for Tennessee recording tax purposes is $ 15,000.00.

THIS INSTRUMENT PREPARED BY:
Adams & Whiteaker, P. C.
Attorneys at Law
Suite 150, Parkway Towers
404 James Robertson Parkway
Nashville, TN 37219-1505

pleading.ata\cowell.ins

525620
98 DEC 15 AM 11:55
REGISTER
DAVIDSON COUNTY, TN.
PICK-UP

0946 12/15 0101 CHECK 167.



OFFICIAL RECEIPT

BILL GARRETT
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

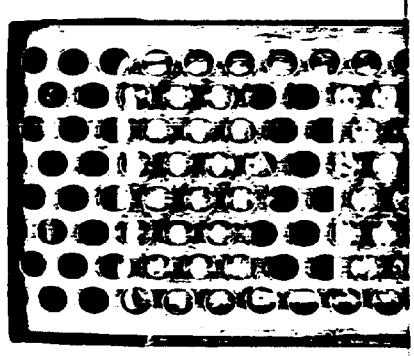
FOR _____

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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	CFEE - COMPUTER FEE	PRFEE - PROBATE FEE

CAMT	32000.00
MAMT	15000.00
CON TX	129.50
MOR TX	14.95
PRFEE	1.00
WDEED	20.00
CFEE	2.00
TOTAL	167.45
CHECK	167.45

12/15/98 01 11:55 0001 0916



0525620
IDENTIF. ↑ REFERENCE

98 DEC 15 AM 11:55
BILL GARRETT REGISTER
DAVIDSON COUNTY, TN.

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

No. 1400376

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR
PRINTING IN THIS DOCUMENT
UNSATISFACTORY WHEN RECEIVED