THIS INSTRUMENT WAS PREPARED BY:
STINNETT & WILKINSON
Attorneys at Law
106 Frey Street
Ashland City, Tennessee 37015

FILE NO.: 3876

ADDRESS NEW OWNER(S) AS FOLLOWS:

Philip Disser et ux
6629 Ellesmere Road
Nashville, TN 37205

SEND TAX BILLS TO:
Same

MAP: 70-13 BOOK 11505 PG. 887
PARCEL: 47 part

3749 06/01 0101 03CHECK 986.70

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of Two Hundred Thousand and 00/100 Dollars ($200,000.00) of which $-0- has been paid in cash by the Grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said Grantees have executed their joint promissory lien note of even date herewith, payable to the order of MURPH T. CATHCART and wife, GLADYS E. CATHCART, in the original principal sum of $200,000.00, payable in 180 monthly installments of $1,911.30 each, beginning July 5, 1999, with a like sum on the 5th day of each consecutive month thereafter, until May 5th, 2014, when the final installment shall be due and payable, said monthly installments include interest at the rate of 8% per annum; and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed.

We, MURPH T. CATHCART and wife, GLADYS E. CATHCART, hereinafter called the Grantors, have this day bargained and sold, and do hereby transfer and convey unto PHILIP DISSER and wife, ROSEMARY DISSER, hereinafter called Grantees, their heirs and assigns, certain real estate located in the 1st Civil District of Davidson County, Tennessee, as follows:

Being a parcel of land located in Nashville, First Civil District, Second Councilmanic District, Davidson County, Tennessee, located on the Southerly right-of-way of Clarksville Highway (State Route 12) and being Lot No. 1 of the recorded subdivision plat of First Revision Cathcart Subdivision of record in Plat Book 9700, Page 801, Register's Office for Davidson County, Tennessee, and being more particularly described as follows:

Beginning at a point on the southerly right-of-way of Clarksville Highway (State Route 12), said point being 213 feet east more or less from the centerline of Manchester Avenue along the southerly right-of-way of Clarksville Highway (State Route 12); thence, continuing along said Clarksville Highway (State Route 12), South 56 degrees 58 minutes 31 seconds East 92.89 feet to a point in the northwest corner of Lot No. 1 of Section Two, Bordeaux Shopping Center, of record in Plat Book 6900, Page 100, said Register's Office; thence, leaving said right-of-way with the westerly line of Section Two Bordeaux Shopping Center, South 00 degrees 05 minutes 45 seconds West 145.29 feet to a point; thence, leaving said westerly line of Section Two Bordeaux Shopping Center with the northerly line of Lot No. 2 of the First Revision, Cathcart Subdivision of record in Plat Book 9700, Page 801, said Register's Office, North 58 degrees 52 minutes 42 seconds West 99.78 feet to an existing iron pin in the southeast corner of the L. E. Smith Subdivision of record in Plat Book 4715, Page 22, said Register's Office; thence, with said easterly line of L. E. Smith Subdivision, North 03 degrees 05 minutes 00 seconds East 144.56 feet to the southerly right-of-way of Clarksville Highway (State Route

12), and the point of beginning, **containing 12,030 square feet or 0.27 acre, more or less**, according to survey by Wendell H. Talley, Sr., Registered Land Surveyor, Tennessee No. 785, Barge, Waggoner, Sumner and Cannon, Inc., 162 Third Avenue North, Nashville, Tennessee 37201, dated November 17, 1998.

Being a part of the same property conveyed to Murph T. Cathcart and wife, Gladys E. Cathcart, by deed from Mary Elizabeth Ulrich, of record in Book 4689, Page 982, Register's Office for Davidson County, Tennessee.

This conveyance is **subject** to all easements, conditions and matters as shown on plat of record in Plat Book 9700, Page 801, Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantees, their heirs and assigns forever. We covenant that we are lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

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

AND NOW for the purpose of better and more effectually securing the payment of said lien note or notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the nonpayment of said note or notes, as it matures, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, we, the said Grantees herein do hereby transfer and convey unto **Wm. G. Wilkinson, Trustee, Attorney at Law, 106 Frey Street, Ashland City, Tennessee 37015**, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. We, the said Grantees do hereby agree to keep all buildings now on, or to be hereafter erected on said property, insured with some reliable fire insurance company or companies for at least the sum of **$insb. value** until the note or notes herein secured are fully paid, and to have the loss, if any, made payable on the policy or policies to said Trustee for the benefit of the lawful owner and holder of said note or notes, as his interest may appear. We further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case we fail to do either, then the said Trustee, or the lawful owner and holder of said note or 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 we, the said Grantees, shall pay the note or notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if we fail to pay any one of said note or notes or part thereof, promptly at maturity, or if failing to pay taxes, keep up repairs or keep said premises insured as herein provided; we fail to reimburse the Trustee or lawful owner and holder of said note or notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said note or notes, within thirty (30) days from date of such payment, this trust conveyance shall remain in force and effect, and at the option of the lawful owner and holder of said note or notes, or any of said note or notes then past due and unpaid, all remaining unpaid note or notes 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 publications in any newspaper, daily or weekly, published in **DAVIDSON** County, Tennessee, to sell said 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, the statutory right 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. We agree that the Trustee may at any time, after default in the payment of any one of said note or notes, enter and take possession of said property, and shall only account for the net rents actually received by him. We further agree 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 premises.

3rd. To the payment of all unpaid notes herein secured, and any and all sum expended in the protection of said property, as herein authorized.

4th. The residue, if any, will be paid to the Grantees herein, their heirs, representatives or assigns.

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 said lien note or 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 said Trustee shall be vested in said 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.

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.

Maximum principal indebtedness for Tennessee recording tax purposes is $200,000.00.

IN WITNESS WHEREOF, we, the said Grantors and Grantees, have hereunto set our hands this the 28th day of May, 1999.

GRANTORS:

MURPH T. CATHCART

GLADYS E. CATHCART

GRANTEES:

PHILIP DISSER

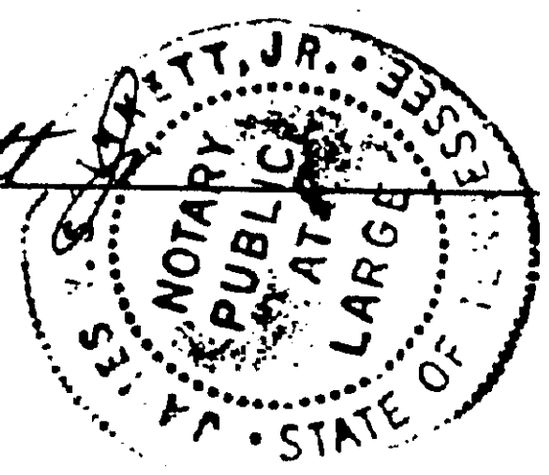
ROSEMARY DISSER

STATE OF TENNESSEE]
COUNTY OF CHEATHAM]

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **Murph T. Cathcart and wife, Gladys E. Cathcart, and Philip Disser and wife, Rosemary Disser,** 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 Ashland City, Tennessee, this 25th day of May, 1999.

James W. Stennett Jr.
Notary Public



My Commission Expires: 4-9-2000

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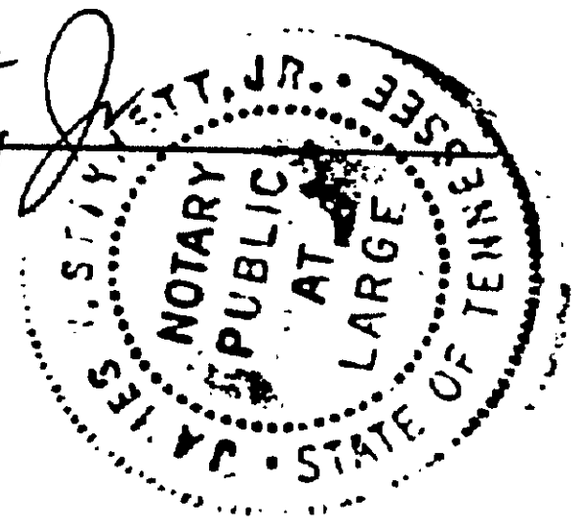
STATE OF TENNESSEE]
COUNTY OF CHEATHAM]

The actual consideration or value, whichever is greater, for this transfer is **$200,000.00.**

Affiant

Subscribed and sworn to before me, this the 28th day of May, 1999.

James W. Stennett, Jr.
Notary Public



My Commission Expires: 4-9-2000

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $ 200,000.00.

0594229
IDENTIFICATION REFERENCE
99 JUN -1 PM 8:18
WILL CAMPBELL REGISTER
DAVIDSON COUNTY, TN.
MAIL ENV.

OFFICIAL RECEIPT

BILL GARRETT
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 11505 PG. 891

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

0594229

IDENTIFYING REFERENCE

99 JUN -1 PM 8:18

BILL GARRETT REGISTER
DAVIDSON COUNTY, TN.

CAMT	200000.00
MAMT	200000.00
CON TX	740.00
MOR TX	227.70
PRFEE	1.00
WDEED	16.00
CFEE	2.00
TOTAL	986.70
CHECK	986.70

06/01/99 01 20:22 0001 3749

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

No. 1468279