THIS INSTRUMENT PREPARED BY:
GIBSON & GREGORY
Suite 1900, 201 Fourth Avenue, North
Nashville, Tennessee 37219

Instr:200002290019847 Page: 1 OF 7
REC'D FOR REC 02/29/2000 3:50:54PM
RECORD FEE: $31.00
M. TAX: $37.95 T. TAX: $129.50

Box 40-A

ADDRESS OF NEW OWNER:
Annie E. Pannell and husband
Edward L. Pannell
470 Radnor Street
Nashville, TN 37211

SEND TAX BILLS TO:
Owner

MORTGAGEE:
James D. Kennedy and wife,
Deborah H. Kennedy
503 East Iris Drive
Nashville, TN 37204

MAP AND PARCEL NOS.
Map 119-13
Parcel 215

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of $35,000.00, of which $.00 has been paid in cash, the receipt of which is hereby acknowledged, and for the remaining $35,000.00, Annie E. Pannell ahd husband, Edward L. Pannell, have executed an Installment Deed Note of even date payable to James D. Kennedy and wife, Deborah H. Kennedy, Holder of the Note, hereinafter "Holder", in the original principal sum of $35,000.00, payable with interest pursuant to the terms of said Note.

The Note cannot be assumed, transferred or otherwise conveyed to another purchaser without the written permission of the Holder.

If said property is conveyed to another purchaser without the written permission of the Holder, the Holder of this Note can call this Note at once due and payable. If said property is conveyed to another purchaser, the Holder shall have the option to call the Note due or to renegotiate the interest rate.

James Donald Kennedy and wife, Deborah H. Kennedy, hereinafter "CONVEYOR", have this day bargained and sold and does hereby transfer and convey unto the said Annie E. Pannell and husband, Edward L. Pannell, hereinafter "CONVEYEE", their successors, heirs and assigns, certain real estate in Davidson County, Tennessee, described as follows:

Land in Davidson County, Tennessee, being Lot No. 97 on the Plan of College Heights, as of record in Plan Book 332, page 19, Register's Office for said County.

Said Lot No. 97 fronts 50 feet on the northerly side of Radnor Street, and runs back between parallel lines, 169 feet to an alley.

Being the same property conveyed to James Donald Kennedy by deed from Ollie Russell Kennedy, Jr., Gerald Lee Kennedy and Kathy Diana McKee recorded as Instrument No. 200002020010938, Register's Office for Davidson County, Tennessee.

This is improved property known as 470 Radnor Street, Nashville, Tennessee 37211.

This conveyance is made subject to real estate taxes for the current year, which have been prorated and assumed by Conveyee, and such limitations, restrictions, easements, government planning, building and zoning regulations as may affect the premises.

The above described property and any improvements located thereon are sold in "As Is" condition.

TO HAVE AND HOLD the said tract or parcel of land with the appurtenances, estate, title and interest thereto belonging to the said CONVEYEE, their heirs, representatives and assigns forever. And CONVEYOR does covenant with the said CONVEYEE that they are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is

unencumbered, except as outlined herein. And CONVEYOR further covenants and binds himself, his heirs, representatives and assigns to warrant and forever defend the title to the said land to the said CONVEYEE, their heirs and assigns, against the lawful claims of all persons, whomsoever.

FOR AND IN CONSIDERATION of ONE ($1.00) DOLLAR, the receipt of which is hereby acknowledged, and the other considerations herein mentioned, ANNIE E. PANNELL AND EDWARD L. PANNELL, WIFE AND HUSBAND, hereinafter referred to as "GRANTOR", have this day bargained and sold and do hereby transfer and convey to Andrew B. Gibson, Jr., a resident of Williamson County, Tennessee, hereinafter referred to as "TRUSTEE", his successors and assigns, the following described property, hereinafter referred to as the "Property", located in the State of Tennessee, County of Davidson, described as follows:

Land in Davidson County, Tennessee, being Lot No. 97 on the Plan of College Heights, as of record in Plan Book 332, page 19, Register's Office for said County.

Said Lot No. 97 fronts 50 feet on the northerly side of Radnor Street, and runs back between parallel lines, 169 feet to an alley.

Being the same property conveyed to Grantor by this instrument (Installment Deed) recorded simultaneously herewith.

TO HAVE AND TO HOLD said Property to the said TRUSTEE, and his successors in trust, forever. GRANTOR covenants that GRANTOR is lawfully seized of the said property, has a good right to convey it, and that the same is unencumbered. GRANTOR further covenants and binds themselves, their heirs and representatives, to warrant and defend the title to said property to the said TRUSTEE, and his successors in trust, and his assigns forever, against the lawful claims of all persons whomsoever.

This conveyance of the Property and all covenants and warranties contained herein are made expressly subject to such limitations, restrictions, easements, government planning, building and zoning regulations as may affect the premises.

THIS CONVEYANCE IS MADE IN TRUST for the following uses and trusts, and for no other purpose: To secure payment of an Installment Deed Note in the original amount of $35,000.00, sometimes hereinafter referred to as the "Secured Indebtedness", of even date herewith executed by GRANTOR, payable to the order of James D. Kennedy and wife, Deborah hereinafter referred to as "BENEFICIARY", to which reference is made for terms and conditions of same.

THE MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $35.000.00.

Transfer of the Property. In the absence of prior written consent of the BENEFICIARY, if all or any part of the Property or any interest therein is sold, transferred, encumbered or restricted, including without limitation, (i) the creation of a lien, charges, restriction or encumbrance against the Property whether or not subordinate to this Installment Deed, (ii) the execution of a contract to transfer or otherwise dispose of all, part of, or any interest in the beneficial or equitable title to the Property (iii) the transfer or other disposition of all, part of, or any interest in the beneficial or equitable title to the Property or (iv) the filing of any tax lien, judgment lien or any other type of lien against the Property, BENEFICIARY may at any time after BENEFICIARY acquires actual knowledge of such actual or attempted sale, assignment, conveyance, transfer, disposition, encumbrance or restriction, declare all Secured Indebtedness to be immediately due and payable. Said consent is totally within the discretion of BENEFICIARY, and BENEFICIARY is under no obligation to grant such consent; any consent granted being subject to such terms and conditions as BENEFICIARY may require. No consent or approval, if given, by BENEFICIARY shall cause GRANTOR to be released from liability for payment of the Secured Indebtedness unless BENEFICIARY expressly consents in writing to such release.

Events of Default and Acceleration. The occurrence of any of the following events shall constitute an "Event of Default" hereunder:

(a) The non-payment of the principal and/or interest on the Secured Indebtedness or any portion thereof when and as the same shall become due and payable;

(b) GRANTOR's failure to perform any of the obligations hereunder, or a default or Event of Default shall occur under the Promissory Note, this Installment Deed, or any other instrument or document now or hereafter further evidencing, securing or otherwise related to the Secured Indebtedness or any portion thereof;

(c) GRANTOR shall abandon the Property;

(d) GRANTOR or any other person or entity now or hereafter liable to pay all or any portion of the Secured Indebtedness shall fail to pay or shall admit in writing that it is generally not paying its debts as they become due, or make a general assignment for the benefit of creditors or commit any act of bankruptcy; or a receiver, trustee or other custodian shall be appointed for GRANTOR; or any proceedings under bankruptcy laws or other laws of general application to creditors shall be brought by or against GRANTOR, or any subsequent Obligor; or GRANTOR, or any subsequent Obligor shall file for any form of reorganization or arrangement under any bankruptcy law;

(e) Should any representation or warranty of GRANTOR, herein contained, or contained in the instrument, transfer, conveyance, assignment or other agreement given with respect to the Secured Indebtedness, reasonably appear to be untrue or misleading in any material aspect;

(f) Should any federal tax lien, judgment lien or claim of lien for labor or material be claimed or filed of record against GRANTOR or the Property and not be removed by payment or bond within thirty (30) days from date of notice of claim or of recording;

(g) If the said GRANTOR fails to make any payment due on any indebtedness or security or any event shall occur or any condition shall exist in respect of any indebtedness or security of GRANTOR or under any agreement securing or relating to such indebtedness or security, the effect of which is to cause or to permit any holder of such indebtedness or other security or a trustee to cause (whether or not such holder or trustee elects to cause) such indebtedness or security, or a portion thereof, to become due prior to its stated maturity or prior to its regularly scheduled dates of payment.

Upon the occurrence of any Event of Default described in subparagraph (d) hereof, the Secured Indebtedness shall be immediately due and payable in full; and upon the occurrence of any other Event of Default described above, BENEFICIARY, at any time thereafter may, at BENEFICIARY'S option, accelerate the maturity of the Secured Indebtedness; all without notice of any kind.

Remedies. Upon the occurrence of any Event of Default and the acceleration of the maturity of the Secured Indebtedness, BENEFICIARY, or any other agent of BENEFICIARY, or the TRUSTEE may take any one or more of the following actions:

(a) Enter upon and take possession of the Property without applying for or obtaining the appointment of a receiver;

(b) Employ a managing agent of the Property and let the same, either in TRUSTEE's own name, in the name of BENEFICIARY, or in the name of the GRANTOR, receive the rents, incomes, issues and profits of the Property and apply the same, after payment of all necessary charges and expenses, on account of the Secured Indebtedness;

(c) Pay any sums in any form or manner deemed expedient by BENEFICIARY to protect the security of this Installment Deed or to cure any Event of Default other than payment of interest or principal on the Secured Indebtedness;

(d) Foreclose this Installment Deed. The TRUSTEE hereunder, or his agent or successors, at the request of BENEFICIARY or the representatives or assigns of BENEFICIARY, after giving notice of the time and place of sale by publication of such at least three (3) different times in some newspaper published in the County in which the Property is primarily situated, the first of which publication shall be at least twenty (20) days previous to said sale, shall, at the date and time stated in the notice, and at the door of the County Courthouse in said County at which foreclosure sales are customarily held or, at the election of BENEFICIARY, at the Property, proceed to sell the Property at public auction for cash (or for credit against the Secured Indebtedness if BENEFICIARY is the highest bidder) or upon such other terms that are satisfactory to the TRUSTEE and BENEFICIARY, and in bar of the statutory right of redemption set forth in Tennessee Code Annotated, Section 66-8-101, et. seq., homestead, dower, elective share, rights of appraisement or valuation, and all other rights and exemptions of every kind, including equity of redemption, all of which are hereby waived. TRUSTEE shall apply the proceeds from such sale - first to the payment of all costs and expenses of such sale, including attorney and TRUSTEE fees and expenses incurred in connection with the sale and GRANTOR's default; second, to the payment of the Secured Indebtedness, including any and all advances made under the terms hereof with interest thereon; third, the surplus, if any, to the parties legally entitled thereto.

In the event the TRUSTEE cannot determine the person or persons to whom the surplus should be paid or a controversy exists with respect to the surplus, the TRUSTEE may pay the surplus into a court of competent jurisdiction in an interpleader action and all expenses of such action, including legal fees incurred by BENEFICIARY or TRUSTEE, shall be paid from the surplus or, if the surplus is insufficient, by the GRANTOR.

The foreclosure sale may be adjourned from time to time by TRUSTEE, or his agent or successors, at the place of sale on the date the same is originally set, or on the date of any adjournment thereof, and may be reset at a later date or dates, by announcement without any additional publication.

BENEFICIARY or BENEFICIARY'S designees may purchase the Property at any sale. In the event BENEFICIARY purchases the Property at the TRUSTEE's sale, to the extent BENEFICIARY'S bid price exceeds the Secured Indebtedness, BENEFICIARY shall pay the TRUSTEE cash equal to such excess.

The Property or any part thereof may be sold in one (1) parcel or in such parcels, manner or order as BENEFICIARY in BENEFICIARY'S sole discretion may elect, and one or more exercises of the power herein granted shall not extinguish or exhaust the power unless the entire Property is sold or the Secured Indebtedness paid in full.

Following a TRUSTEE's sale of the Property, TRUSTEE shall deliver to purchaser a TRUSTEE's Deed conveying the Property so sold without any covenant or warranty, express or implied. The recitals in the TRUSTEE's Deed shall be prima facie evidence of the truth of statements made therein.

The GRANTOR further agrees that in case of any sale hereunder, it will at once surrender possession of the Property, and if GRANTOR fails to surrender possession, GRANTOR will from that moment become and be the tenant at will of the purchaser, and removable by process as upon a forcible and unlawful detainer suit, hereby agreeing to pay such purchaser the reasonable rental value of the Property after such sale plus all expenses, including legal fees, incurred by the purchaser.

Neither BENEFICIARY nor the TRUSTEE shall be required to give any notice of the foreclosure sale to the GRANTOR.

(e) Institute appropriate proceedings of foreclosure in equity or at law. Upon the institution of such proceedings, TRUSTEE shall, upon application therefor, without notice, be entitled to have a receiver appointed to take possession of the Property, and TRUSTEE or BENEFICIARY shall be entitled to all the rents, issues and profits arising therefrom during the pendency of any such foreclosure proceedings.

(f) Take any other action BENEFICIARY or TRUSTEE may be legally entitled to take to protect BENEFICIARY'S rights.

It is further agreed that said TRUSTEE, or his successors, may execute the power of sale herein and other powers and rights without giving bond or taking oath.

Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to BENEFICIARY.

In the event of a total taking of the Property, the proceeds shall be applied to the Secured Indebtedness, whether or not then due, with any excess paid to the GRANTOR. In the event of a partial taking of the Property, unless the GRANTOR and BENEFICIARY otherwise agree in writing, the Secured Indebtedness shall be reduced by the amount of the proceeds.

If the Property is abandoned by the GRANTOR, or if, after notice by BENEFICIARY to the GRANTOR that the condemnor offers to make an award or settle a claim for damages, the GRANTOR fails to respond to BENEFICIARY within thirty (30) days after the date the notice is given, then BENEFICIARY is authorized to collect and apply the proceeds, at BENEFICIARY'S option, either to restoration or repair of the Property or to the Secured Indebtedness, whether or not then due.

Unless BENEFICIARY and the GRANTOR otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments hereunder or change the amount of such payments.

Insurable Value. The said GRANTOR does hereby agree to keep all buildings and/or improvements located on the Property insured with some reliable fire insurance company or companies, said insurance to be in a sum equal to the replacement value of the said improvements. Any payments for a loss under said policy shall be made payable to the said TRUSTEE, for the benefit of the lawful owner and holder of the Secured Indebtedness, as their interests may appear.

The GRANTOR further agrees to keep any 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 GRANTOR fails to do either, then said TRUSTEE, or the lawful owner and holder of the Secured Indebtedness or any of them, may exercise any of the provisions outlined under the Default and Acceleration clause of this Installment Deed.

The lawful owner and holder of the Secured Indebtedness, at his option, is hereby authorized and empowered to remove TRUSTEE and name and appoint a successor trustee to execute this Trust by an instrument in writing to be recorded in the Register's Office for said County, Tennessee, and the title herein conveyed to the TRUSTEE shall be vested in said successor trustee.

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 this Trusteeship.

Forbearance by Trustee or the lawful owner or holder of the indebtedness secured herein, in exercising any right or remedy hereunder, or any related right or remedy otherwise afforded by law, shall not be a waiver of, or preclude the subsequent exercise of any such right

or remedy. The receipt by Trustee or the lawful holder and owner of said indebtedness of any past due installments or other late payments of the indebtedness shall not deprive Trustee or the lawful holder and owner of said indebtedness of the right to accelerate the maturity of the indebtedness or of any right of enforcement existing pursuant to the terms of this instrument. The procurement of insurance or the payment of taxes or other liens or charges by Trustee or the lawful holder and owner of said indebtedness shall not be a waiver of the right provided herein to accelerate the maturity of the indebtedness because of default hereunder.

Every right and remedy provided in this Installment Deed is distinct from and cumulative to every other right or remedy under this Installment Deed or afforded by law or equity. Every such right or remedy may be exercised concurrently, independently, or successively.

In the event that any provision or clause of this Installment Deed or said indebtedness conflicts with any applicable law, the other provisions of this Installment Deed and said indebtedness shall be given effect as fully as possible without the conflicting provision, and to this end the provisions of the Installment Deed and said indebtedness are declared to be severable.

As additional security for the repayment of the Indebtedness, Grantor hereby assigns to Holder all rents, income, or profits derived from the Property.

In connection with this Assignment of Rents, Grantor agrees to comply with all terms imposed upon it as Lessor under any leases covering any part of the property. Should Grantor default under any such lease, Beneficiary may take whatever action it deems desirable to prevent or cure the default by Grantor. Beneficiary shall have the right to enter upon the property as often as it desires in order to prevent or cure any such default. In attempting to prevent or cure any such default, Beneficiary may spend such sums of money as it deems necessary, and Grantor hereby agrees to pay Beneficiary immediately upon demand all sums so expended by Beneficiary, together with interest from the date of payment by Beneficiary at the highest lawful rate. Such sums, and the interest thereon, shall become additional indebtedness secured by this Installment Deed.

The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of the TRUSTEE and BENEFICIARY. The captions and headings of the paragraphs of this Installment Deed are for convenience only and are not to be used to interpret or define the provisions hereof.

Grantor, Trustee and Beneficiary, whenever used herein shall include all individuals, corporations (and if a corporation, its officers, employees, agents and/or attorneys) and any and all other persons or entities, and the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under any of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the dates set forth below.

Annie E. Pannell

Edward L. Pannell

James Donald Kennedy

Deborah H. Kennedy

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared JAMES DONALD KENNEDY AND WIFE, DEBORAH H. KENNEDY, the within named bargainors, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that they executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at office, this 28th day of February, 2000.

Notary Public

My Commission Expires: 7/26/2003

My Commission Expires July 26, 2003

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared ANNIE E. PANNELL AND HUSBAND, EDWARD L. PANNELL, the within named bargainors, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that they executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at office, this 28th day of February, 2000.

Notary Public

My Commission Expires: 7/26/2003

My Commission Expires July 26, 2003

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration for this transfer or value of property, whichever is greater, is $35,000.00.

Affiant

Sworn to and subscribed before me this 28th day of February, 2000.

Notary Public

My Commission Expires: 7/26/2003

My Commission Expires July 26, 2003