INSTALLMENT DEED

FROM: Don Schlitz

TO: We Buy Properties USA, Inc.

Instr:200005020043965 Page: 1 OF 12
REC'D FOR REC 05/02/2000 2:07:50PM
RECORD FEE: $51.00
M. TAX: $83.95 T. TAX: $277.50

THIS INSTRUMENT PREPARED BY:
A. Harrison Johnson, Attorney
213 Fifth Avenue, North
Nashville, TN 37219

ADDRESS NEW OWNERS AS FOLLOWS:	SEND TAX BILLS TO:	MAP/PARCEL
We Buy Properties USA, Inc.	SAME	161-7/ par.127
STREET ADDRESS 5173-5175 Hilson Road Nashville, Tennessee 37211_	SAME	

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $75,000.

James L. Bennett
Affiant

Subscribed and sworn to before me, this 24th day of April 2000.

My Commission Expires: _____
(Affix Seal)

Notary Public

KRISTIN K CUTLER NOTARY PUBLIC AT LARGE DAVIDSON COUNTY

(FOR REGISTER'S USE)

FOR AND IN CONSIDERATION of the sum of SEVENTY-FIVE THOUSAND TEN DOLLARS ($75,010), of which $10.00 has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder, SEVENTY-FIVE THOUSAND DOLLARS ($75,000), the undersigned We Buy Properties, USA, Inc. ("Grantee" herein) has executed a vendor's lien Note of even date herewith due June 1, 2015, and made payable to the order of Grantor herein, in the sum of SEVENTY-FIVE THOUSAND DOLLARS ($75,000), and providing for payment of collection costs, court costs and attorney's fees, and to secure the payment of said indebtedness, principal, interest, collection costs, court costs and attorney fees (hereinafter referred to as the "Secured Debt"),

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $ 75,000.00."

the undersigned Grantor, Don Schlitz (the "Grantor" herein), has bargained and sold, and by these presents does transfer and convey unto the said Grantee, We Buy Properties, USA, Inc., its successors and assigns, certain land in Davidson County, State of Tennessee, described as follows, to-wit:

> Land in Davidson County, Tennessee, being Lot No. 49 on the Plan of McMurray Woods Addition, Section One, of record in Book 4675, pages 6 and 7, Register's Office for Davidson County, Tennessee (the "Plan"), to which Plan reference is made for a more complete description.
>
> Being the same property conveyed to Don Schlitz by deed from Tupili S. Reddy, of record in Book 5946, page 619, Register's Office for said County.

(the "Property" herein).

> The legal description and the state of title of the property have been furnished to the draftsman by the Grantor, by third parties or from the record. The draftsman assumes no liability as to the accuracy thereof.

This is improved property, known as 5173-5175 Hilson Road, Nashville, Tennessee 37211.

Further, this conveyance is given subject to:

All matters of survey and inspection; utilities and drainage easements; restrictions of record at Book 4727, page 673, matters shown on the Plan of record, and 2000 taxes, which have been prorated and assumed by Grantee.

TO HAVE AND TO HOLD the said property with the appurtenances, estate, title and interest thereto belonging to the said Grantee, its successors and assigns, forever.

And Grantor does covenant with the said Grantee that he is lawfully seized and possessed of said property in fee simple; has a good right to convey it, and the same is unencumbered except as herein set forth. And Grantor does further covenant and bind himself, his, heirs, administrators, successors and assigns, to warrant and forever defend the title to the said property to the said Grantee, its successors and assigns, against the lawful claims of all persons whomsoever.

The said Property and all of its foundation, building, sidewalks, walls, windows, doors, doorframes, roof and all other improvements, fixtures and fittings and operating equipment thereto

are conveyed "as-is", "where-is", without any representation or warranty by the Grantor as to fitness or condition thereof for any use or purpose, including occupancy or compliance with laws or regulations. And the said Grantee accepts the same in their "as-is", "where-is" condition, without any representation or warranty by the Grantor as to fitness or condition thereof for any use or purpose, including occupancy or compliance with laws or regulations.

And now, for the purpose of better and more effectually securing the payment of said lien indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Grantee (hereinafter referred to as Trustor) does hereby transfer and convey unto A. Harrison Johnson, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts, for the use and benefit of the above Grantor, hereinafter referred to as the "Lender", and this instrument shall be called "Security Instrument:

Trustor covenants and agrees as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Subject to paragraph 10, Trustor shall promptly pay when due the principal of, interest on, and other charges (including any applicable recording taxes and penalties) incurred with respect to, the Secured Debt.

2. Application of Payments. Unless applicable law or the applicable instrument provides otherwise, all payments received by Lender on any Secured Debt shall be applied, first, to late charges due; second, to prepayment charges due; third, to interest due; and last, to principal due.

3. Charges; Liens. (a) Trustor shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Trustor shall pay these obligations on time directly to the person owed payment. Trustor shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. Trustor shall promptly furnish to Lender receipts evidencing the payments.

(b) Trustor shall promptly discharge any lien, other than a Permitted Lien, which has priority over this Security Instrument, unless Trustor: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to

Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien, other than a Permitted Lien, which may attain priority over this Security Instrument, Lender may give Trustor a notice identifying the lien. Trustor shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

4. Hazard Insurance. Trustor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Trustor subject to Lender's approval, which shall not be unreasonably withheld. All insurance policies and renewals shall be absolutely acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Trustor shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Trustor shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Trustor. Unless Lender and Trustor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security is not lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Trustor. If Trustor abandons the Property, or does not answer within 30 days, a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to apply to Secured Debt, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Trustor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 16 the Property is acquired by Lender, Trustor's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

5. Preservation and Maintenance of Property; Leaseholds. Trustor shall not destroy, damage, or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Trustor shall comply with the provision of the lease, and if Trustor acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

6. Protection of Lender's Rights in the Property; Mortgage Insurance. If Trustor fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations, or a foreclosure proceeding, judicial or nonjudicial, then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 6, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 6 shall become Secured Debt. Unless Trustor and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate in effect from time to time under the Note and shall be
payable, with interest, upon demand from Lender to Trustor.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Trustor shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Trustor's Lender's written agreement or applicable law.

7. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Trustor notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

8. 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 Lender. In the event of a total taking of the Property, the proceeds shall be applied to the Secured Debt, whether or not then due, with any excess paid to Trustor. In the event of a partial taking of the Property, unless Trustor and Lender otherwise agree in writing, the Secured Debt shall be reduced by the amount of the proceeds multiplied by: (a) the total amount of the Secured Debt immediately before the taking, and divided by (b) the fair

market value of the Property immediately before the taking. Any remaining balance shall be paid to Trustor. If the Property is abandoned by Trustor, or if, after notice by Lender to Trustor that the condemnor offers to make an award or settle a claim for damages, Trustor fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the Secured Debt, whether or not then due. Unless Lender and Trustor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments referred to in paragraph 1 or change the amount of such payments.

9. Trustor Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the Secured Debt granted by Lender to any successor in interest of Trustor shall not operate to release the liability of the original Trustor or Trustor's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the Secured Debt by reason of any demand made by the original Trustor or Trustor's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

10. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Trustor, subject to the provisions of paragraph 15. Trustor's covenants and agreements shall be joint and several.

11. Loan Charges. If any Secured Debt is subject to a law which sets a minimum rate of interest or maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Secured Debt exceed the permitted limits, then: (a) any such interest or loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Trustor which exceeded permitted limits will be refunded to Trustor. Lender may choose to make this refund by reducing the principal amount of the Note, other Secured Debt, or by making a direct payment to Trustor. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the applicable instrument.

12. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, or all or any part of the Secured Debt uncollectible, or of diminishing the value of Lender's security,

then, Lender, at its option, may require immediate payment in full of all Secured Debt and may invoke any remedies permitted by paragraph 16. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 15.

13. Notices. Any notice provided for in this Security Instrument shall be deemed to have been given to Trustor or Lender when given as provided in this paragraph. Any notice to Trustor provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail, unless applicable law requires use of another method, and shall be directed to the Property Address or any other address Trustor designates by notice to Lender. Any notice to Lender shall be given by certified mail to Lender's main office.

14. Governing Law; Severability. This Security Instrument shall be governed by Tennessee law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end, the provisions of this Security Instrument and the Note are declared to be severable.

15. Transfer of the Property or a Beneficial Interest in Trustor. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Trustor is sold or transferred and Trustor is not a natural person) without Lender's prior written consent, excluding the creation of a lien subordinate to this Security Instrument, Lender may, at its option, require immediate payment in full of all Secured Debt. However this option shall not be exercised by Lender if its exercise is prohibited by federal law as of the date of this Security Instrument. If Lender exercises this option, Lender shall give Trustor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Trustor must pay all Secured Debt. If Trustor fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice of demand on Trustor.

16. Remedies. If Trustor fails to pay any Secured Debt or any part or installment thereof, promptly or at maturity, or if, failing to pay taxes, keep up repairs, keep said premises insured, or perform said other obligations and agreements as herein provided, Trustor fails to reimburse the Trustee or Lender for all sums, with interest, so extended by said Trustee or Lender within 30 days from demand by Lender for such payment, this trust conveyance shall remain in full force and effect and, at the option of Lender, all remaining unpaid Secured Debt 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 21 days' notice by three weekly publications in any newspaper, daily or weekly, published in the county where the property is located, to sell said Property at the courthouse in said county to the highest bidder for cash, at public outcry; and the said Trustee or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. Lender to Lender's designee may bid at any sale under this trust conveyance. Trustee shall apply the proceeds of this sale in the following order:

(a) to all reasonable costs and expenses of the sale, including but not limited to, reasonable trustee's and attorney's fees and costs of title evidence;

(b) to all Secured Debt;

(c) the excess, if any, to the person or persons legally entitled thereto.

In the event of a sale of said Property under and by virtue of this trust, Trustor and all persons holding under him shall be and become tenants at will of the purchaser from and after the execution and delivery of the Deed to such purchaser, said tenancy to be determined at the option of said purchaser upon five days' written notice, and shall be liable for a reasonable rental on the property and all damages occasioned by their continued possession of the Property. In addition to the power of sale described above, Trustee or Lender shall have the right to proceed in a court of equity to foreclose this Deed of Trust. Notwithstanding any of the foregoing provisions, Lender may in its sole discretion elect to exercise its rights of judicial foreclosure in lieu of the provisions enumerated above.

17. Rent; Lender in Possession. Upon acceleration under paragraph 16, default on any Secured Debt (whether or not Lender accelerates the maturity thereof), or abandonment of the Property, Lender (in person, by agent, or by judicially appointed receiver) shall be entitled: (i) to direct any lessee of the Property or any portion thereof to remit all rentals thereon directly to Lender; or, at Lender's option, (ii) to enter upon, take possession of and manage the Property and to collect the rents of the Property, including in either case those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the cost of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the Secured Debt. Trustor hereby authorizes and directs any such lessee to comply with directions given by Lender under this paragraph 17 and agrees to hold harmless such lessee from so complying, whether or not such acceleration, default, or abandonment has actually occurred.

18. Extensions; Power of Attorney. Trustor constitutes and appoints any officer or employee of Lender as Trustor's true and lawful attorney-in-fact, solely for the purposes of executing and recording on Trustor's behalf any extension of this Security Instrument, as amended and/or previously extended, if, at the time of such extension, any Secured Debt is outstanding. Trustor shall promptly reimburse Lender for the costs of recording such extension. This power of attorney, being coupled with an interest, is irrevocable as long as any Secured Debt is outstanding.

19. Successors and Assigns Bound. The covenants herein contained shall bind, and the benefits and advantages inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. All covenants of Trustor shall be joint and several. In the event any provision of this Security Instrument or the instruments secured hereby conflicts with applicable law, such conflict shall not affect the other provisions which can be given effect without the conflicting provision, and to this end, said provisions are declared to be severable. The captions and headings of the paragraphs of this Security Instrument are for convenience only and are not to be used to interpret or define the provisions hereof.

20. Release. Upon payment of Secured Debt, Lender shall release this Security Instrument.

21. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

22. Waivers. Trustor waives all right of homestead, equity of redemption, statutory right of redemption and relinquishes all other rights and exemptions of every kind, including, but not limited to, any statutory right to an elective share in the Property.

23. Funds for Taxes and Insurance. If Lender so demands in writing, and unless Trustor is already similarly obligated to the holder of a Permitted Lien and is in compliance with such obligation, Trustor shall pay to Lender on the day monthly payments are due under the Note, until the Note is terminated and paid in full, a sum ("Funds") equal to one-twelfth (1/12) of (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums, and (d)

yearly mortgage insurance premiums, if any. These items are hereinafter called "escrow items." Lender may estimate the Funds due on the basis of current date and reasonable estimates of future escrow items. The Funds shall be held in an institution, the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Trustor interest on the Funds and applicable law permits Lender to make such a charge. Trustor and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Trustor any interest or earnings on the Funds. Lender shall give to Trustor, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument. If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Trustor's option, either promptly repaid to Trustor or credited to Trustor on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Trustor shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender. Upon payment in full of all Secured Debt, Lender shall promptly refund to Trustor any Funds held by Lender. If under paragraph 16, the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the Secured Debt. Lender shall have the option at any time to require Trustor to pay to Lender, in addition to and concurrent to the monthly installment of principal and interest and escrow for taxes and hazard insurance, a sum equal to one-twelfth (1/12th) of the annual flood insurance premium in the event Lender requires flood insurance and the same is available under the National Flood Insurance Act of 1968 or subsequent similar legislation, said sum to be held in escrow without liability on the part of Lender for interest thereon and to be used in payment of said insurance when due and payable. If the amount so held at any time be insufficient to pay said insurance premium when due and payable, the Trustor shall promptly deposit the entire amount of said deficit.

24. 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 indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or

upon his refusal or failure so to do, then the holder in order of the next maturing notes, 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 Registers Office for Davidson County, Tennessee, and the title herein conveyed to the above named Trustee shall be vested in said successor.

25. A condition of this transaction is that the subject property shall not be sold, transferred or conveyed by the Grantee, by operation of law or otherwise. If this condition is violated, then Grantor may accelerate the maturity date of the above promissory note and call for the full payment thereof. A failure to pay the said promissory note, when so accelerated, shall be a default hereunder, entitling the Grantor, or the holder of the said note, to exercise the remedy of power of sale foreclosure hereunder.

WITNESS our signatures as of this the 24th day of April, 2000.

GRANTOR: Don Schlitz Dolly Schlitz

Don Schlitz DOLLY SCHLITZ

GRANTEE: We Buy Properties USA, Inc.

By: James L. Bennett

Its: Executive Vice President

The wife of the Grantor joins herein for the solepurpose of quitclaiming her marital and spousal interest in the Property.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared James L. Bennett, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be Exec. Vice President of We Buy Properties USA, Inc., the within bargainor, a corporation, and that he/she as such Exec. Vice President executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as such Exec. Vice President.

Witness my hand and seal, at office in Nashville, Tennessee, this ~~24th~~ 25th day of April, 2000.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

and Polly Schlitz

Personally appeared before me, the undersigned, Don Schlitz (the "maker"), with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained. Witness my hand and seal, this the 24th day of April, 2000.

NOTARY PUBLIC

My Commission Expires:

_____

[Affix Seal]