This Deed prepared by: Lucien Dale, Attorney, 121 30th Avenue South, Nashville, TN 37212

INSTALLMENT DEED

For and in Consideration of the sum of Seventy nine thousand and no/100, (79,000.00) Dollars,

of which Seven hundred ninety ($790.00) Dollars,

has been paid in cash by James J. Scione, Jr. and wife Deborah Jeanne G. Scione

the receipt of which is hereby acknowledged, and for the remainder Seventy nine thousand and no/100, ($79,000.00) Dollars,

the said James J. Scione, Jr., and wife Deborah Jeanne G. Scione have

Executed an Installment Deed Note payable to Diane D. Haviland, and Deborah D. Carter with interest of 10% per annum. All payments are first to be applied to interest, and remainder to reduction of principle.

Beginning on the 1st day of July, 2002, the monthly payments shall be $700.00 per month for 339 payments, and $682.59 for the 340th payment.

"THE MAXIMUM PRINCIPAL INDEBTEDNESS

FOR TENNESSEE RECORDING TAX PURPOSES

IS $79,000.00"

and to secure the payment of the debt hereinabove set out together with all charges and claims made and provided in the said instrument or note evidencing the debt, reference to which is here made, a lien is expressly retained on the land herein conveyed,

We, Diane D. Haviland, and Deborah D. Carter

have this day bargained and sold, and do hereby transfer and convey unto the said James J. Scione, Jr., and wife Deborah Jeanne G. Scione t heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows:

Being lot no. 60 on the Plan of Joywood Heights, Subdivision, Section One, of record in Book 1130, Page 91, Register's Office for Davidson County, Tennessee;

Being the same property conveyed to Deborah Dale Carter, and Diane D. Haviland, as Joint Tenants by Deed from Rich Green and Aggela Rene Kates, jointly and as Tenants in Common, as of record in Book 9584, Page 973, R.O.D.C. Tenn.

And, being the same property conveyed to Diane D. Haviland, and Deborah Dale Carter, by Lucien Dale, Trustee, by Trustees Deed of Record by Document numbered 20010403-0032384 Registers Office for Davidson County, Tennessee.

Davidson County DEEDINST
Recvd: 07/22/02 13:57 5pgs
Fees:28.00 Taxes:380.85

20020722-0087748

This is unimproved (X) improved ( ) property, known as 2005 Jones Avenue, Nashville, TN 37207
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said James J. Scione, Jr., and wife Deborah Jeanne G. Scione 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 said real estate to said James J. Scione, Jr., and wife Deborah Jean G. Scione, 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 notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, to, the said James J. Scione, Jr., and Deborah Jeanne G. Scione

do hereby transfer and convey unto Lucien Dale, Trustee 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 James J. Scione, Jr., and wife, Deborah Jeanne G. Scione do hereby agree to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire insurance company or companies for at least the sum of the insurable value until the 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 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 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 James J. Scione, Jr., and wife Deborah Jeanne G. Scione shall pay the 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 notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; If we fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said notes, within thirty days from 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 said notes, or any of said notes then past due and unpaid, all remaining unpaid 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 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 Court House 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, statutory or elective rights, 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 trust conveyance. We agree, that the Trustee may, at any time after default in the payment of any one of said 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 sums expended in the protection of said property, as herein authorized.

4th. The residue, if any, will be paid to James J. SCione, Jr., and wife, Deborah Jean G. Scione 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 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 LUCIEN DALE, Trustee, shall be vested in said successor.

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.

IN WITNESS WHEREOF, we, the said DEBORAH D. CARTER and

hereunto set our hands at Sioux City, ~~Tennessee~~ Iowa, this the 3 day of June 2002 ~~19~~

X Deborah D. Carter

Diane M. Haviland

James D. Carter Jr.

X Deborah J. Dunn

STATE OF ~~TENNESSEE~~ X

Woodbury **County** / State of Iowa

Personally appeared before me, Ronald Allen Plueger, a Notary Public in and for said County and State, the within named DEBORAH D. CARTER

the bargainors, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that SHE executed the within instrument for the purpose therein contained.

Witness my hand and official seal at ~~XXXXXXXXXXXXXXX~~ X, this 3rd day of June, ~~19~~ 2002

Ronald Allen Plueger, Notary Public.

Commission Expires Apr. 25, 2003

STATE OF TENNESSEE

_____ **County.**

Before me, _____, a Notary Public in and for 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 the _____, 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 official seal at Nashville, Tennessee, this _____ day of _____, 19 ____

_____, Notary Public.

Commission Expires _____

STATE OF TENNESSEE
COUNTY OF _____

Before me, _____, a Notary Public in and for 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 a partner of _____, the within named bargainor, a partnership and that he as such partner, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by himself as a partner.

Witness my hand and official seal at Nashville, Tennessee, this _____ day of _____, 19 ____

_____, Notary Public.

Commission Expires _____

INSTALLMENT DEED

FROM

TO

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
James A Sciori Jr et ux (NAME)	Same (NAME)	071-08-0
2005 Jones Ave (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	189.00
Nashville TN 37207 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 79,000 _____ Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 22nd DAY OF July, 19 2002.

Janis Fraser
Notary Public

MY COMMISSION EXPIRES: Deputy Register

(AFFIX SEAL)

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, Lucien Dale, a Notary Public in and for said County and State, the within named James J. Scione, Jr., and Deborah Jeanne G. Scione, 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, TN, this the 17 day of July, 2002.

Notary Public

My commission expires: March 2, 2004

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, Lucien Dale, a Notary Public in and for said County and State, the within named Diane D. Haviland, the bargainor, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, TN, this the 17 day of July, 2002.

Notary Public

My commission expires: March 2, 2004