This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD - 4

FROM
Kenneth Burgess, Grantor

TO
Tom R. Smith, Grantee

For draftsman's use

This Instrument Prepared By:

Tom R. Smith, Attorney
100 Thompson Lane
Nashville, TN 37211

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Tom R. Smith (NAME)	Same (NAME)	Map 119-10
100 Thompson Lane (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par. 95 PW
Nashville, TN 37211 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

Tom R. Smith 333-0089
100 Thompson Lane
Nashville, TN 37211

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $ 52000/00."

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 52,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 24th DAY OF September 93

Notary Public

MY COMMISSION EXPIRES My Commission Expires MAY 25, 1996

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of ($52,000.00) Fifty-Two Thousand and No/100 ---------- DOLLARS

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

has executed his promissory note of even date payable to Mr. Kenneth Burgess, or his order, his widow, or his heirs, executors or assigns, in the principal sum of Fifty-Two Thousand and No/100 Dollars ($52,000.00) at the rate of seven and 1/4 percent (7.25%) per annum on the unpaid principal beginning on October 15, 1993. The first monthly payment in the amount of Six Hundred Ten and 54/100 Dollars ($610.54), which includes principal and interest, shall be due on October 15, 1993, and they shall continue in the same monthly amount of $610.54 on the 15th day of each subsequent month until September 15, 2003, or until the entire indebtedness is paid in full.

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,

Mr. Kenneth Burgess, 13856 Buffalo Valley Road, Silver Point, TN 38582

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Tom R. Smith, 100 Thompson Lane, Nashville, TN 37211

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LAND in Davidson County, Tennessee, being Lot No. 76 on the Plan of Hidden Acres Subdivision, of record in Book 1130, page 89, Register's Office for said County.

Said Lot No. 76 fronts 75 feet on the northerly side of Thompson Lane and runs back 259 feet on the easterly line and 273.03 feet on the westerly line, to a dead line in the rear, measuring 76.5 feet thereon.

Being the same property conveyed to Henry W. Jackson and wife, Gloe C. Jackson, by deed from Luther Young and wife, Allie B. Young, of record in Book 4462, page 818, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Kenneth Burgess, by Quitclaim Deed from Henry W. Jackson and wife, Gloe C. Jackson, of record in Book 5926, page 248, Register's Office for Davidson County, Tennessee. (With Gloe C. Jackson deceased on August 25, 1992, and her estate being administered in the Probate Court for Davidson County, Tennessee under Docket Number 99845.)

Davidson County DEEDINST
Recvd: 09/18/03 14:44 6pgs
Fees:33.00 Taxes:249.90

20030918-0138426

This is unimproved ( ) improved (X) property, known as 94 Thompson Lane, Nashville, TN 37211
(House Number) (Street) P. O. Address:

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 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, we the said grantees herein do hereby transfer and convey unto Kenneth Burgess, 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 grantees 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 $ ins. 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 grantees, 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; 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 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 advise 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 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 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 the 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.

IN WITNESS WHEREOF, we, the said grantors and grantees, have hereunto set our hands this the _____ day of September, 19 93.

Kenneth Burgess
KENNETH BURGESS, GRANTOR

Tom R. Smith
TOM R. SMITH, GRANTEE

STATE OF TENNESSEE)
COUNTY OF PUTNAM)

Personally appeared before me Virginia Simpson, a Notary Public in and for said County and State, the within named Kenneth Burgess and Tom R. Smith

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 Cookeville, Tennessee, this 24 day of September, 19 93.

Virginia Simpson
Notary Public

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Commission expires 4/10/94

STATE OF TENNESSEE)
COUNTY OF PUTNAM)

Before me, _____, a Notary Public of 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 ____self to be _____ of the _____, the within named bargainor, a corporation, and that ____he as such _____, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by _____self as _____.

Witness my hand and seal, at office in _____, this _____ day of _____, 19____.

_____ Notary Public

Commission expires _____

PROMISSORY NOTE

FOR VALUE RECEIVED (improved real property, commonly known as a house and lot located at 94 Thompson Lane, Nashville, Davidson County, Tennessee 37211, conveyed by Installment Deed) on September 24, 1993, the undersigned, Tom R. Smith ("Borrower") promises to pay to Mr. Kenneth Burgess, or his order, or his widow, heirs, executors or assigns, the principal sum of Fifty Two Thousand and no/100 Dollars ($52,000.00) with interest on the unpaid principal balance from October 15, 1993, until paid, at the rate of seven & 1/4 percent (7.25%) per annum. Principal and interest shall be payable at 13856 Buffalo Valley Road, Silver Point, Tennessee 38582, or at such other place as the Note Holder may designate, in consecutive monthly installments in the amount of Six Hundred Ten and 54/100 Dollars ($610.54) beginning on October 15, 1993 and continuing on the 15th day of each subsequent month thereafter until and including September 15, 2003, or until the entire indebtedness has been paid in full, whichever comes first.

If any deficiency in the payment of any installment due under this Note is not made good prior to the due date of the next such installment, the entire principal sum and all accrued interest shall at once become due and payable without notice at the option of the Holder of this Note. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. In the event of default in the payment of this Note, and if the Note is collected by an attorney at law, the undersigned Borrower also agrees to pay costs of collection, including a reasonable attorney's fee.

This Note is secured by an Installment Deed of even date executed by the undersigned Borrower on improved real property commonly known as 94 Thompson Lane, Nashville, Davidson County, Tennessee 37211.

Tom R. Smith, Borrower
100 Thompson Lane
Nashville, Tennessee 37211

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Jennifer VanSant, a Notary Public, TOM R. SMITH, 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, at office, this 24th day of September, 1993.

NOTARY PUBLIC

My Commission Expires: My Commission Expires MAY 25, 1996

LAST WILL AND TESTAMENT

OF

KENNETH HOWARD BURGESS

I, **KENNETH HOWARD BURGESS**, a resident of the State of Tennessee, being of sound mind and disposing memory, and aware of the uncertainty of life, do make and publish this my Last Will and Testament, hereby revoking and making void all other and former wills by me made.

FIRST: I direct that all my just debts, including my funeral expenses, and the expenses of the administration of my estate, be paid by my Executrix out of any funds or property left by me at my death.

SECOND: I give, devise and bequeath unto my wife, **VERA ELIZABETH BURGESS**, all of my property of whatsoever kind and wheresoever situated, whether real, personal, or mixed, to be her sole property absolutely.

THIRD: In the event that my wife, Vera Elizabeth Burgess, should predecease me, or if our deaths should occur within thirty (30) days of each other as the result of some common disaster, then in that event, I give, devise and bequeath all the remainder of my estate unto my son, Kenneth Gerald Burgess, per stirpes.

FOURTH: I hereby nominate and appoint my wife, **Vera Elizabeth Burgess**, as Executrix of this of this my Last Will and Testament, but should she predecease me, or otherwise be unable to serve, I nominate my son, **Kenneth Gerald Burgess**, to serve in such capacity. In either event, I hereby direct that the above stated persons shall serve without bond or the necessity of filing an inventory.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name to this my Last Will and Testament, all in the presence of the persons witnessing it at my request on this the 27 day of October, 1993.

Kenneth H. Burgess

KENNETH HOWARD BURGESS

Signed, sealed, published and declared by the Testator, **KENNETH HOWARD BURGESS**, to be his Last Will and Testament, in the presence of all of us at one and the same time, and we at his request, and in his presence, and in the presence of each other, have hereunto subscribed our names as witnesses, and we do hereby attest to the sound and disposing mind of said Testator, and to the performance of the aforesaid act of execution at the time, date and place hereinabove set out.

J. Walker Rogers — 1425 Hillsdale Dr., Cookeville, Tn

Barbara Rogers — 4343 Whippoorwill Cookeville Tn

AFFIDAVIT OF WITNESSES TO PROVE WILL

We, the undersigned attesting witnesses, after being duly sworn according to law, depose and say:

1. That they are adult citizens of Cookeville, Putnam County, Tennessee.

2. That they witnessed the execution of the Last Will and Testament of **KENNETH HOWARD BURGESS**, dated October 27, 1993, to which this affidavit is attached, and that this affidavit is being made at the request of the Testator, and in accordance with Tennessee Code Annotated Sec. 32-2-110.

3. That their signatures are affixed to said Last Will and Testament, that they signed or affixed the same at the instance and at the request of the Testator and in his presence, and in the presence of each other, at the place and on the date recited in said Last Will and Testament.

4. That the Testator signed said paper writing as and for his Last Will and Testament in their sight and presence.

5. That at the time they witnessed said Will, the Testator was, in their opinion, of sound mind.

G. Mark Rogers

Barbara [illegible]

STATE OF TENNESSEE
COUNTY OF PUTNAM

Subscribed and sworn to before me, this the 27 day of October, 1993.

William C Walpole III
Notary Public

My Commission Expires:
7/24/96