Maximum principal indebtedness for Tennessee recording tax purposes is $230,000.00

THIS INSTRUMENT PREPARED BY:
Watkins, McGugin, McNeilly & Rowan, PLLC
214 Second Avenue, North
Nashville, Tennessee 37201

Davidson County DEEDINST
Recvd: 09/13/04 10:26 6pgs
Fees:33.00 Taxes:1279.70
20040913-0110036

INSTALLMENT DEED

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
SHAUN P. SILVA, etux 3520 Richardson Avenue Nashville, TN 37205	Same	Map: 104-10 Par: 53

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $275,000.00.

Affiant

SUBSCRIBED AND SWORN to before me this 10th day of Sept., 2004.

John L. Van Cleave
Notary Public

My Commission Expires: 9/24/05

JOHN L. VAN CLEAVE NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

FOR AND IN CONSIDERATION of the sum of Two Hundred Seventy Five Thousand and No/100 Dollars ($275,000.00) for which SHAUN P. SILVA and wife, SHANNON B. SILVA, residents of Davidson County, Tennessee, ("GRANTEES") have (i) paid cash of Forty Five Thousand and No/100 Dollars ($45,000.00); and (ii) executed an Installment Deed Note of even date herewith payable to the order of GENEVA S. ZEIGLER, (the "GRANTOR") in the principal sum of Two Hundred Thirty Thousand and No/100 Dollars ($230,000.00) in a single installment due on or before September 9, 2005 (the "Maturity Date"), together with interest on the principal balance outstanding from time to time calculated at the rate of five (5%) percent simple interest per annum, said interest being payable in monthly installments on the first day of each calendar month until the Maturity Date, at which time the entire amount of the outstanding principal balance, together with all accrued and unpaid interest thereon and any and all other sums due or owed hereunder, shall be due and payable in full, without notice or demand. Reference to the Installment Deed Note is hereby made for its complete terms and conditions.

I, the GRANTOR, have this day bargained and sold, and do hereby transfer and convey unto the said GRANTEES, their heirs and assigns, certain real estate in Davidson County, Tennessee, and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging to said GRANTEES, their heirs and assigns, forever. GRANTOR does covenant that she is lawfully seized and possessed of said real estate in fee simple, that she has a good right to convey it and that the same is unencumbered, except as shown in Exhibit "A".

I, the GRANTOR, do further covenant and bind myself, my heirs, personal representatives, successors and assigns, to warrant and to 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 effectively securing the payment of the indebtedness evidenced by the Installment Deed Note, including any, extensions, renewals or modifications thereof (collectively "the Note") and rendering unnecessary Court proceedings for the enforcement of the Note and the lien which secures it in the event of any default in the terms and conditions of the Note or this Installment Deed, as hereinafter provided, and for and in consideration of One Dollar ($1.00) to it in hand paid, the said GRANTEES do hereby transfer and convey unto JOHN L. VAN CLEAVE, TRUSTEE, a resident of Williamson County, Tennessee, and his successors in trust, the real estate described in Exhibit "A" hereto with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid. TO HAVE AND TO HOLD said real estate to the said TRUSTEE, and his successor in trust, forever. The GRANTEES covenant that they are lawfully seized and possessed of said real estate, have a good right to convey it, and that the same is unencumbered except as hereinabove set out.

The GRANTEES further covenant and bind themselves, their heirs and assigns, to warrant and defend the title to said land to the said TRUSTEE, and his successors in trust, and his assigns, forever, against the lawful claims of all persons. However, this conveyance to the said TRUSTEE is made IN TRUST to secure the payment of said Note and all sums due thereunder or hereunder and for the uses and trusts herein set forth, and for no other purpose.

Notwithstanding any other provision hereof, GRANTOR shall have the right to declare the then entire balance of the Note, including but not limited to principal, interest and all other amounts owing pursuant to the said Note, immediately due and payable if the GRANTEES should earlier convey any part or all of their legal or equitable interest in the real estate herein conveyed without the prior written consent of GRANTOR.

The said GRANTEES do hereby agree to keep all buildings now on, or to be hereafter erected on said real estate, insured against fire, flood, wind or other casualty by some reliable insurance company or companies for the maximum insurable value until the Note is fully satisfied and to cause the said TRUSTEE, as his interest may appear, to be named as the loss payee on all such insurance policies, and, on demand, to furnish to the GRANTOR or the TRUSTEE proof of such insurance and payment of premiums. GRANTEES further agree to keep the improvements on the real estate in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due. In case GRANTEES fail to timely pay such insurance premiums, taxes, or assessments, then the said TRUSTEE, or the lawful owner and holder of the Note, 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 at the maximum legal rate of interest.

Now, if the said GRANTEES, shall pay the indebtedness aforesaid when due, taxes, keep up repairs, and keep said premises insured as agreed, then this trust conveyance shall be of no further force or effect. However, if GRANTEES default in the making of any payment pursuant to the Note, or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided, GRANTEES fail to reimburse the TRUSTEE or lawful owner and holder of the Note for all sums, with interest, so expended by said TRUSTEE, or lawful owner and holder of the Note within thirty (30) days from the 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 the Note, the balance of the indebtedness 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-one (21) days' notice by three (3) publications in any newspaper, daily or weekly, published in the county in which said real estate is located, to sell said real estate at the front door of the Courthouse in said county to the highest bidder for cash, at the public outcry, free from the equity of redemption, statutory right of redemption, homestead, dower, rights by virtue of marriage, and all other

exemptions of every kind, which are hereby expressly waived by GRANTEES; and the said TRUSTEE, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The GRANTOR or the then lawful owner and holder of the Note may bid at any sale under this conveyance. GRANTEES agree that the TRUSTEE may, at any time after any default in the payment of the Indebtedness enter and take possession of said real estate and shall only account for the net rents actually received by him. GRANTEES further agree that in the event the TRUSTEE fails, before selling said real estate, 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 real estate.

In case of a sale hereunder the proceeds will be applied by the TRUSTEE as follows:

(1) to the payment of all costs, charges, and expenses of executing this conveyance and enforcing the Note or as herein provided; also reasonable attorney's fees for advice in the premises, or for this conveyance, or the enforcement of said lien; also the expenses of any such litigation; but excluding the expense of ejecting persons from the real estate in order to retake it;

(2) to the payment of all taxes which may be unpaid on said premises;

(3) to the payment of the indebtedness evidenced by the Note; and

(4) the residue, if any, will be paid to such parties as are legally entitled to it.

The lawful owner and holder of the Note may at any time, with or without cause, and without notice to the TRUSTEE or to the GRANTEES, remove the TRUSTEE herein named and appoint a successor by an instrument in writing which shall be recorded in the same County and State in which this instrument is recorded, and the successor TRUSTEE so appointed shall succeed to all the right, title and powers and be subject to the same obligations and duties, waivers and immunities conferred upon the TRUSTEE herein named, and no resignation, evidence of inability, failure to function, or evidence of absence of the TRUSTEE hereby named shall be required, and such powers of substitution shall continue so long as any part of the indebtedness hereby secured remains unpaid.

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.

Any act, failure to act or failure to enforce any condition of this Installment Deed or the Note by the TRUSTEE, the GRANTOR, or the lawful owner and holder of the Note, shall not be construed as a waiver of any such condition or requirement.

WITNESS our hands this 10TH day of September, 2004.

GRANTOR: Geneva S. Zeigler by James H. Zeigler, POA
GENEVA S. ZEIGLER

GRANTEES:
SHAUN P. SILVA

SHANNON B. SILVA

TRUSTEE:

JOHN L. VAN CLEAVE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

On this 10th day of Sept, 2004, before me personally appeared JAMES H. ZEIGLER, to me known to be the person who executed the foregoing instrument in behalf of GENEVA S. ZEIGLER, and acknowledged that he executed the same as the free act and deed of said GENEVA S. ZEIGLER.

Notary Public

JOHN L. VAN CLEAVE NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires:

9/25/04

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named SHAUN P. SILVA, 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, Tennessee, this the 10TH day of Sept, 2004.

Notary Public

JOHN L. VAN CLEAVE NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires:

9/24/05

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named SHANNON B. SILVA, the bargainor, 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 and official seal at Nashville, Tennessee, this the 10TH day of Sept, 2004.

Notary Public

JOHN L. VAN CLEAVE NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires:

9/24/05

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named JOHN L. VAN CLEAVE, TRUSTEE, the bargainor, 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 and official seal at Nashville, Tennessee this the 10th day of September, 2004.

Notary Public

LINDA F. O'NEAL NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires NOV. 26, 2005

My Commission Expires:

11-26-05

EXHIBIT A

Land in Davidson County, Tennessee, being Lot No. 15 on the Plan of Elmington Place Subdivision as of record in Book 547, page 59, Register's Office, Davidson County, Tennessee, to which plan reference is hereby made for a more complete legal description.

Said Lot No. 15 fronts 52 feet 9 inches on the northerly side of Richardson Avenue and runs back 146 feet on the westerly line and 155 feet on the easterly line to a dead line, measuring 50 feet 10 inches thereon.

Being the same property conveyed to Sidney H. Zeigler and wife, Geneva S. Zeigler, by deed of record in Book 2274, page 545, Register's Office, Davidson County, Tennessee, the said Sidney H. Zeigler having since died on or about September 2, 2004.

The foregoing property is conveyed subject to the following:

1. The lien for real property taxes for 2004, which taxes have been prorated and assumed by Grantee.

2. All matters shown on the plan of record in Plat Book 547, page 59, Register's Office, Davidson County, Tennessee.