BOOK 5147 PAGE 341

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD - 4

FROM

MRS. MARY P. KIRBY-SMITH

TO

NICHOLAS BARRY DePALMA and wife, SUSANNA K. DePALMA

For draftsman's use

Prepared by:

John T. Conners, Jr.
Boult, Cummings, Conners & Berry
21st Floor, First American Center
Nashville, Tennessee 37238

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Nicholas Barry DePalma et ux (NAME)	Same (NAME)	Map 104-6
3436 Love Circle (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcel 142
Nashville, TN 37212 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	FB 26W-6675

E03806

IDENTIF. REFERENCE

MAY 16 8 47 AM '77

FEE $ ____ REGISTER'S DAVIDSON COUNTY, TENN.

(FOR REGISTER'S USE)

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 30,000.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 12th DAY OF May, 19 77

Notary Public

MY COMMISSION EXPIRES: 7-1-80

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of THIRTY THOUSAND and no/100 ($30,000.00) DOLLARS

of which $ 4,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed a promissory note of even date herewith in the sum of Twenty-Six Thousand ($26,000.00) Dollars, with interest thereon at the rate of eight and one-half (8-1/2%) percent per annum, payable to Mrs. Mary P. Kirby-Smith in equal monthly installments of Two Hundred Fifty-six and 04/100 ($256.04) Dollars for a period of one hundred eighty (180) months, the first said installment being due and payable on June 12, 1977, and a like installment on the same day of each succeeding month thereafter until the final such installment, which will be due and payable on May 12, 1992,

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,

MRS. MARY P. KIRBY-SMITH

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

NICHOLAS BARRY DePALMA and wife, SUSANNA K. DePALMA,

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

Being Lot No. 113 on the Plan of R. W. Grizzard Subdivision of a part of the Bosley Tract, (Shown as Lot 113-A on the revised plat of the R. W. Grizzard Subdivision on file with the Security Title Company) and located on Love Circle in the City of Nashville, Davidson County, Tennessee, the plan of said subdivision is not of record, but according to a blueprint made thereof (as revised) said Lot No. 113 fronts 150 feet on the easterly side of Love Circle and runs back 150 feet on the northerly line (shown as 130 feet, more or less, in revised plan with the Security Title Company) and 210 feet on the northerly margin of an alley.

Being the same property conveyed to Mrs. Mary P. Kirby-Smith by deed from Mrs. Virginia Polk, of record in Book 4034, page 291, Register's Office for Davidson County, Tennessee.

SUBJECT to 1977 taxes, which have been prorated and assumed by grantees.

John S. Kirby-Smith joins in this instrument for the purpose of conveying any marital interest he may have in the above property.

This is unimproved ( ) improved (X) property, known as 3436 Love Circle, Nashville, Tennessee 37212
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

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 John Grimes Trustee, his successors and assigns, the real estate hereinabove 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 $ 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, homestead, dower 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 relating to his trusteeship.

IN WITNESS WHEREOF, we, the said grantors and grantees, have hereunto set our hands this the 6th day of May 19 77.

Mrs. Mary Peck Kirby-Smith
MRS. MARY P. KIRBY-SMITH

Nicholas Barry DePalma
NICHOLAS BARRY DePALMA

John S. Kirby-Smith
JOHN S. KIRBY-SMITH

Susanna K. DePalma
SUSANNA K. DePALMA

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Anne C. McGugin, a Notary Public in and for said County and State, the within named Nicholas Barry DePalma and Susanna K. DePalma the bargainorS, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 12th day of May, 19 77.

Anne C. McGugin, Notary Public.

ANNE McGUGIN NOTARY PUBLIC DAVIDSON CO. TENN.

Commission expires May 28, 1980

MAY 16 77 CONV 30,000.00
MAY 16 77 MORT'G 26,000.00
MAY 16 77 S'TAX B* 78.00
MAY 16 77 S'TAX B* 24.00
MAY 16 77 PR'FEE B* .50
MAY 16 77 B* 4.00
108.50

STATE OF N. MEXICO }
COUNTY OF Los Alamos }

Personally appeared before me, Fabiola Sandoval, a Notary Public in and for said County and State, the within named Mrs. Mary P. Kirby-Smith and John S. Kirby-Smith the bargainorS, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Los Alamos, New Mexico, ~~Texxxx~~ this 6 day of May, 19 77.

Fabiola Sandoval, Notary Public.

FABIOLA SANDOVAL NOTARY PUBLIC STATE OF NEW MEXICO

Commission expires 10-12-1977