INSTALLMENT DEED

For and in Consideration of the sum of Fifty Thousand and No/100 ($55,000.00) Dollars, of which Twenty Five Thousand and No/100 ($25,000.00) Dollars, has been paid in cash by George Kerrick the receipt of which is hereby acknowledged, and for the remainder Thirty Thousand and No/100 Dollars, the said George Kerrick has executed one promissory note of even date herewith payable to the Grantors herein in 48 monthly installments as follows, namely: On the 1st day of November, 1977, the sum of $746.56, and thereafter an equal sum on the fisrt day of each and every succeeding month for a total of 48 installments. Interest at the rate of 9% per annum is included in payments.

NINE
all of said notes bearing per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, Ralph Solomon and wife, Ruth V. Solomon

have this day bargained and sold, and do hereby transfer and convey unto the said George Kerrick, his heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows: Land in Davidson County, Tennessee, being the easterly ½ of Lot No. 183 on the Plan of McNairy, Kirkman and Porter as of record in Book 9, Page 322, Register's Office for said County.
Said part of said Lot fronts 50 feet on the northerly side of Demonbreun Street and runs back between parallel lines along the westerly margin of 15th Avenue South, 166 feet to an alley. Included in the above description, but excluded from this conveyence is the parcel condemned by instrument of record in Book 4416, Page 425, Register's Office for Davidson County, Tennessee
This conveyance is made subject to easements of record in Book 4416, Page 425, Said easements being a drainage easement and two slope easements therein described.
Being the same property conveyed to the Grantors herein by deed from Caesar E. Urrutia, Substitute Trustee, of record in Book 5203, 360 Page , Register's Office for Davidson County, Tennessee.

SEP29	CONV	55,000.00			
SEP29	MORT'G	30,000.00			
SEP29	S'TAX		B*	143.00	
SEP29	S'TAX		B*	28.00	
SEP29	PR'FEE		B*	.50	
SEP29	W'DEED		B*	8.00	* 179.50

This is (unimproved ( ) improved (X)) property, know as 1500 Demonbreun Street Nashville, Tn. 37203
(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 George Kerrick, his 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 and our heirs and representatives, to warrant and forever defend the title to said real estate to said George Kerrick his 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 me in hand paid, I, the said George Kerrick

do hereby transfer and convey unto Harry S. Lester, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

I, the said George Kerrick 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 $30,000.00 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 interst may appear.

I 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 I 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 I, the said George Kerrick 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 I 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; I 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 trust conveyance. I 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. I 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 George Kerrick 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 Harry S. Lester, 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 Ralph Solomon and wife, Ruth V. Solomon and George Kerrick hereunto set our hands at Nashville, Tennessee, this the 28th day of September 1977

Ralph Solomon

Ruth V. Solomon

George Kerrick

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Caesar E. Mynatt, a Notary Public in and for said County and State, the within named Ralph Solomon and wife, Ruth V. Solomon and George Kerrick

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 28th day of September, 1977

Caesar E. Mynatt, Notary Public.

Commission Expires May 10, 1980

STATE OF _____
_____ County.

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the bargainor____, with whom I am personally acquainted, and who acknowledged that _____ executed the within instrument for the purposes therein contained.

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

_____, Notary Public.

Commission Expires _____

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 5203 PAGE 363

Before me, , a Notary Public of the State and

County aforesaid, personally appeared ,

with whom I personally acquainted, 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 .

(over for additional acknowledgements)

INSTALLMENT DEED

FROM
Ralph Solomon and wife,
Ruth V. Solomon

TO
George Kerrick

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

E 28607

IDENTIF. REFERENCE

SEP 29 11 13 AM '77

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

VOLLEY CO., NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
George Kerrick (NAME)	George Kerrick (NAME)	93-9
322 Eastside Dr. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	250
Murfreesboro TN 37130 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

Caesar E. Urrutia, Attorney
931 Stahlman Bldg.
Nashville, Tn. 37201

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 55,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 28th DAY OF September, 1977

Notary Public

MY COMMISSION EXPIRES: 5/20/80

(AFFIX SEAL)