INSTALLMENT DEED

For and in Consideration of the sum of Fifty Thousand and No/100 ($50,000.00) - Dollars,

of which Fourteen Thousand and No/100 ($14,000.00) - - - - - - - - - Dollars,

has been paid in cash by the Grantee, Vickie G. Perry, a widow,

the receipt of which is hereby acknowledged, and for the remainder Thirty Six Thousand and No/100 ($36,000.00) - Dollars,

the said Grantee has hereby assumed the outstanding mortgage indebtedness on said property, payable to Home Federal Savings & Loan Assoc. and secured by a deed of trust of record in Book 3731, Page 635, R.O.D.C.; and has furthermore executed her one Installment Deed Note of even date in the principal sum of $15,396.20 with interest at the rate of 9% per annum, payable to the order of J. L. Knight, as follows: the sum of $1,000 on September 23, 1978 and a like sum on the 23rd day of each succeeding month with the balance due and payable on the 23rd day of September, 1979, with each payment including both principal and interest at the aforementioned rate, and subject to the provisions, extensions and renewals as contained in said Note.

~~all of said notes bearing six 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, I, J. L. Knight, a widower,

have this day bargained and sold, and do hereby transfer and convey unto the said Vickie G. Perry, a widow, her heirs and assigns,

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

LAND in Davidson County, Tennessee, being Lot No. 134 on the Plan of Williams First Addition to Edgefield, now East Nashville, as of record in Book 21, Page 45, Register's Office, Davidson County, TN.

SAID lot fronts 64½ feet on the Northerly side of Shelby Avenue and runs back between parallel lines, with the Westerly margin of South 9th St, formerly Prisilla St., 175 feet to an alley.

BEING the same property conveyed to J. L. Knight and wife, Rebecca G. Knight, by deed from Willard M. Greer and wife, Ethel Greer, of record in Book 4401, Page 496; furthermore being the same property conveyed to Grantor and wife by deed of correction from Willard H. Greer and wife, Ethel Greer, of record in Book 5329 Page 273, R.O.D.C., Willard H. Greer and Willard M. Greer being one and the same person.

The Grantor furthermore hereby transfers and conveys with said property the following items affixed to or situated in the building thereon: 1 ice maker, 1 milk machine, 1 emergency light in the hall of said building and 1 incinerator in the basement.

The Grantor furthermore transfers and assigns his escrow account with Home Federal Savings & Loan Association for the payment of taxes on said property and the Grantee hereby assumes and agrees to pay all subsequent payments into said account.

This is unimproved ( ) / improved (X) property, known as 821 Shelby Avenue (House Number) (Street) P. O. Address: Nashville, TN. (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 VICKIE G. PERRY, a widow, her

heirs and assigns forever. I covenant that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered, unless otherwise provided herein.

I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said Vickie G. Perry, her

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 Vickie G. Perry

do hereby transfer and convey unto Gary D. Copas, 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 Vickie G. Perry

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 $fair 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 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 Vickie G. Perry

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, with the said proceeds subject first to the payment of any prior liens.

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 Vickie G. Perry, her 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 Gary D. Copas, 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 J. L. Knight and Vickie G. Perry

~~AND~~

hereunto set our hands at Nashville, Tennessee, this the 23rd day of August 1978

Vickie G. Perry

J. L. Knight

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named J. L. Knight and Vickie G. Perry

the bargainor S, 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 23rd day of August, 1978

Commission Expires Sept. 16, 1978

G. S. Copas, Notary Public.

NOTARY PUBLIC DAVIDSON COUNTY

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 5329 PAGE 278

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)

AUG 24 78	CONV	50,000.00			
AUG 24 78	MORT'G	15,396.20			
AUG 24 78	S'TAX		B*	130.00	
AUG 24 78	S'TAX		B*	13.40	
AUG 24 78	PR'FEE		B*	.50	
AUG 24 78	W'DEED		B*	8.00	* 151.90

INSTALLMENT DEED

FROM
J. L. KNIGHT, a widower

TO
VICKIE G. PERRY

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

E 8 4 7 4 9

IDENTIF. REFERENCE

AUG 24 10 22 AM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

TOILET CO. NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Vickie G. Perry (NAME)	Same (NAME)	82-16
821 Shelby Ave. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	374
Lebanon Tenn. 37087 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

COPAS & HAMILTON, Attorneys
P. O. Box 830
Lebanon, TN 37087

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 50,000.00 Vickie G. Perry
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 23rd DAY OF Aug. 1978

Notary Public

MY COMMISSION EXPIRES: Sept. 16, 1978

(AFFIX SEAL)