This instrument prepared by: MacFARLAND, COPAS & HAMILTON, Attorneys-at-Law,
129 Cherry Street
Lebanon, Tennessee 37087 82-3-358 KS

INSTALLMENT DEED

BOOK 5370 PAGE 5

For and in Consideration of the sum of Twelve Thousand Five Hundred and 00/100 ($12,500.00) ---------- Dollars, of which Two Thousand and 00/100 ($2,000.00) ---------- Dollars, has been paid in cash by Roy M. Kabigting and wife, Adela the receipt of which is hereby acknowledged, and for the remainder Ten Thousand Five Hundred ($10,500.00)---------- Dollars, the said Roy M. Kabigting and wife, Adela, have executed their Installment Deed Note of even date, in the principal sum of $10,500.00 with interest at the rate of 8½% per annum, payable to the order of Vera McBride in 120 monthly installments of $130.19 each, the first payment due one month from date of note, with each installment including both principal and interest at the aforementioned rate, and subject to the provisions, extensions and renewals as contained in said note,

[illegible], 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, VERA McBRIDE, widow of H. J. McBride,

have this day bargained and sold, and do hereby transfer and convey unto the said ROY M. KABIGTING and wife, ADELA, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 66 on the Plan of Sharpe and Horn's First Addition to Northeast Nashville, as of record in Book 57, Page 152, Register's Office for said County.

Said Lot No. 66 fronts 50 feet on the easterly side of Stainback Avenue and extends back between parallel lines 153 feet to an alley.

BEING the same property conveyed to H. J. McBride and wife, Vera McBride, by deed from Mrs. Mamie (Mamye) Grigsby Henley, a widow, dated November 26, 1948, of record in Book 1646, Page 636, Register's Office for Davidson County, Tennessee; the said H. J. McBride being deceased thereby vesting Vera McBride, the surviving spouse, with ownership in fee simple.

SEC-1 78	CONV	12,500.00			
SEC-1 78	MORT'G	10,500.00			
SEC-1 78	S'TAX		8*	32.50	
SEC-1 78	S'TAX		8*	8.50	
SEC-1 78	PR'FEE		8*	.50	
SEC-1 78	W'DEED		8*	8.00	* 49.50

unimproved ( )
This is improved (X) property, known as 1021 Stainback Ave. Nashville, TN
(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 Roy M. Kabigting and wife, Adela, their 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.

I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said Roy M. Kabigting and wife, Adela, 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 Roy M. Kabigting and wife, Adela,

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.

We, the said Roy M. Kabigting and wife, Adela,

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.

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 Roy M. Kabigting and wife, Adela, 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 trust 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 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 Roy M. Kabigting and wife, Adela, their 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 Vera McBride and Roy M. Kabigting and wife, Adela, hereunto set our hands at Nashville, Tennessee, this the 22nd day of Nov. 1978.

Vera McBride
Vera McBride

Roy M. Kabigting
Roy M. Kabigting

Adela Kabigting
Adela Kabigting

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Vera McBride, Roy M. Kabigting and Adela Kabigting,

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 22nd day of November, 1978

Commission Expires July 18 - 1982 Clifton Tull, Notary Public.

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 5370 PAGE 8

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
VERA McBRIDE

TO
ROY M. KABIGTING ET UX

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

F-02883

IDENTIF. REFERENCE

DEC 1 11 35 AM '78

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Roy M. Kabigting et ux (NAME)	Same (NAME)	
1050 Jasperson Dr. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Madison Tenn. 37115 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

MacFARLAND, COPAS & HAMILTON
Attorneys at Law
129 Cherry Street
Lebanon, Tennessee 37087

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 12,500.00 ✓ Roy M. Kabigting
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 22nd DAY OF Nov., 19 78

Notary Public

MY COMMISSION EXPIRES: Feb 18 - 1982

(AFFIX SEAL)