This instrument prepared by:
Joseph B. Pitt, Jr., Attorney
First American Center
Nashville, Tennessee 37238

BOOK 5397 PAGE 311

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBER
Frank R. Cirrincione et ux	SAME	83-1-302
(NAME:)	(NAME:)	
114 Greenyards Place	SAME	
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Hendersonville, Tn. 37075	SAME	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

4273

FOR AND IN CONSIDERATION of the sum of Five Thousand Five Hundred and no/100---------- ($5,500.00) ---------- *Dollars, of which* Five Hundred and no/100---------- ($500.00) ---------- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Five Thousand and no/100---------- ($5,000.00) ---------- *Dollars,*

Frank R. Cirrincione and wife, Mildred R. Cirrincione *have executed* a promissory note of even date herewith payable to the order of Catherine Freeman Jenkins in the amount of $5,000.00 at the rate of interest 10% per annum, said note payable within 6 months.

and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed, Catherine Freeman Jenkins *have this day bargained and sold, and do hereby transfer and convey unto the said* Frank R. Cirrincione and wife, Mildred R. Cirrincione *the Grantees herein, their (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Land in Davidson County, Tennessee, being Lot No. 6 on the Map of John W. Love's Subdivision of Greenwood, of record in Book 332, page 4, Register's Office for said County.

Said Lot No. 6 fronts 51.15 feet on the northerly side of Greenwood Avenue and runs back 196.8 feet on the easterly line and 193.5 feet on the westerly line to an alley, measuring 50 feet, more or less, thereon.

Being the same property conveyed to James H. Freeman, Sr. and wife, Mary P. Freeman, by deed from William Hensley Gardner, of record in Book 2642, page 205, said Register's Office, the said James H. Freeman, Sr. and wife, Mary P. Freeman having since died, she having predeceased him. By will of record in Will Book 95, page 444, Probate Court for Davidson County, Tennessee, James H. Freeman, Sr. devised said property to Catherine Freeman Jenkins.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $ 5,500.00

Subscribed and sworn to before me, this the 15th day of February, 19 79

Affiant

My commission expires: October 18, 1981
(Affix Seal)

Notary Public

unimproved ( )
This is improved (X) property, known as 1311 Greenwood Avenue, Nashville, Tennessee 37206
(House Number) (Street) P.O. Address: (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantees their (successors), 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 said real estate to said Grantees, their (successors), 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 indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Grantees hereinafter referred to as trustors, hereby transfer and convey unto Thomas Scott, *Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:*

Trustors 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 the sum of $,

or at least the maximum insurable value, until the indebtedness herein secured is 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 or holder of said indebtedness as his interest may appear.

Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustors upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, 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 indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof, 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. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed 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 indebtedness 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 trustors, their order, 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 indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, 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 Registers Office for Davidson County, Tennessee, and the title herein conveyed to the above named 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.

Witness our hand this 15th *day of* February, *19*79, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Frank R. Cirrincione

Mildred A. Cirrincione

Catherine Freeman Jenkins

Marcus Cleo Jenkins

ACKNOWLEDGMENT - INDIVIDUAL

STATE OF CALIFORNIA
COUNTY OF Los Angeles } SS.

On Feb. 6, 1979 before me, the undersigned, a Notary Public in and for said State, personally appeared CATHERINE FREEMAN JENKINS and MARCUS CLEO JENKINS, known to me to be the person s whose name s are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

Signature Vivian Evans

VIVIAN EVANS
Name (Typed or Printed)

OFFICIAL SEAL
VIVIAN EVANS
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires JAN 11, 1981

(This area for official notarial seal)

PR-43

Personally appeared before me, Artie G. Brooks, a Notary Public in and for said County and State, Frank R. Cirrincione and wife, Mildred R. Cirrincione, the within named 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 15th day of February, 1979.

Artie G. Brooks Notary Public

Commission expires October 18, 1981

NOTARY PUBLIC AT LARGE STATE OF TE

INSTALLMENT DEED

FROM Catherine Freeman Jenkins

TO Frank R. Cirrincione and wife, Mildred R. Cirrincione

F. I. 50599

IDENTIF. REFERENCE

FEB 21 2 07 PM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

BOOK 5397

Compliments of
Chicago Title Insurance Company
First Floor — First American Center
Phone 255-4631
NASHVILLE, TENNESSEE 37238

Brooks Realty & Construction Co.
10th Floor - Third National Bank Bldg.
Nashville, Tennessee 37219
REALTORS
255-[illegible] • 297-7698