homas Scott - Prepared by:
6th Fl. First Amer. Cntr.
Nashville, Tn. 37238

Installment Deed

BOOK 5456 PAGE 614

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
DAVID MANAS, ET UX	SAME	93-6-4
(NAME:)	(NAME:)	Parcel 5
(STREET ADDRESS OR ROUTE NUMBER) 149 KENNER Ave	(STREET ADDRESS)	
(CITY) Nashville (ZONE) 37205 (STATE) TENN.	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of SIXTY-THREE THOUSAND SIX HUNDRED AND NO/100 ($63,600.00) *Dollars,*

of which THIRTEEN THOUSAND SIX HUNDRED AND NO/100 ($13,600.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder FIFTY THOUSAND AND NO/100 ($50,000.00) *Dollars,*

DAVID MANAS AND WIFE, SYLVIA L. MANAS *have executed*

a Note of even date bearing interest at nine and 1/2 (9-1/2%) percent per annum with principal and interest payments of $1,050.00 per month, commencing July 1, 1979 and ending June 1, 1984,

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, WE, DAVID C. PAYNE, LARRY K. PAYNE, NANCY C. BLANKENSHIP, HAROLD E. PAYNE, JULIE BEATEY, JANET PAYNE, MARJORIE PAYNE, and COMMERCE UNION BANK, TRUSTEE, for HENRY GRADY PAYNE, JR., and ANN K. PAYNE FINNEY, Guardian for RONALD M. PAYNE,

have this day bargained and sold, and do hereby transfer and convey unto the said DAVID MANAS, AND WIFE SYLVIA L. MANAS

their *(successors), heirs and assigns,*

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

LAND in Davidson County, Tennessee, being part of Lot No. 57 on the original Plan of Nashville, not of record, described as follows:

BEGINNING on the northerly margin of Broadway, formerly Broad Street, 140 feet 11 inches East of the easterly margin of 4th Avenue, North, formerly Cherry Street, said point being the center of a joint wall; thence, with the northerly margin of Broadway, eastwardly 40 feet to the westerly margin of an alley; thence, with said alley northwardly 79 feet; thence, westwardly and parallel with Broadway 40 feet to the center of said joint wall; thence, southwardly 79 feet to the beginning.

BEING the same property conveyed to H. G. Payne (now deceased) by deed from Blanche G. Miller, unmarried, of record in Book 936, page 320, Register's Office for said County. By Will of Henry Grady Payne of record in Will Book 64, Page 235, Probate Court Clerk's Office for said County, said property was vested in Commerce Union Bank, as Trustee, under Trust "A" for the benefit of Margaret Frances Payne, wife of Henry Grady Payne, and under Trust "B" for the benefit of Ronald D. McEdie Payne, Harold Edwin Payne, and Henry Grady Payne, Jr. Under the terms of Trust "A", Margaret Frances Payne Blankenship, now deceased, bequeathed her interest in said property to David Conn Payne, Larry Keith Payne and Nancy Stevens Blankenship by Will of record in Will Book 121, Page 723, said Probate Court Clerk's Office. The interest of Henry Grady Payne, Jr. in Trust "B" remains vested in Commerce Union Bank, as Trustee.* The interest of Ronald D. McEdie Payne in Trust "B" vested in said Ronald D. McEdie Payne, who is now deceased, and at his death his interest vested by the laws of intestate succession in his wife, Anne Payne, now Anne Payne Finney, and in his children, namely Julie P. Patey, Janet P.Bright, Marjorie J.Payne and Ronald M.Payne,Jr. All of the said children are of legal age, with the exception of Ronald M. Payne, Jr., who is a minor.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 63,600.00

Subscribed and sworn to before me, this the 21 day of June 19 79

Affiant

My commission expires: 10/17/82 (Affix Seal)

Notary Public

*The interest of Harold Edwin Payne in Trust "B" is now vested in said Harold Edwin Payne.

In Probate Court proceedings for Davidson County, Tennessee, style of ANN K. PAYNE FINNEY vs. RONALD M. PAYNE, Rule # 52023, the Guardian, Ann K. Payne Finney, is authorized and directed to execute said document for the use and benefit of her heir or son, Ronald M. Payne, which Order has been complied with as evidenced by said Ann K. Payne Finney affixing said signature to said instrument.

THIS CONVEYANCE IS SUBJECT TO THE FOLLOWING:

1. 1979 Taxes have been prorated and are assumed by Grantee.

2. Existence of a joint party wall and rights of others in same.

unimproved ( )
This is improved ( ) property, known as ..... (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 DAVID C. PAYNE, ET AL ..... their ..... *(successors), heirs and assigns forever.* They *covenant that* they 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,* except as stated above.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* DAVID MANAS, AND WIFE SYLVIA L. MANAS 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 DAVID MANAS, AND WIFE SYLVIA L. MANAS ..... *hereinafter referred to as trustors, hereby transfer and convey unto* THOMAS C. 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 $*63,600.00*, 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 Register's Office for Davidson County, Tennessee, and the title herein conveyed to the above named trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 21st *day of* June, *19*79.

COMMERCE UNION BANK, TRUSTEE, for
HENRY GRADY PAYNE, JR.

By: T. Vance Pitts

ATTEST: Catherine P. Zelenka
/s/ Larry K. Payne

By: Harold C Payne
Attorney-in-fact

David Manas
DAVID MANAS

Sylvia L. Manas
SYLVIA L. MANAS

Harold C Payne
DAVID C. PAYNE

Nancy S. Blankenship
NANCY S. BLANKENSHIP

Harold E. Payne
HAROLD E. PAYNE

Janet Payne
JANET PAYNE (formerly Janet Bright)

Marjorie H. Payne
MARJORIE PAYNE

Julie Beaty
JULIE BEATY

Ann K. Payne Finney Gdn.
ANN K. PAYNE FINNEY, Guardian for RONALD M. PAYNE.

Ann K. Payne Finney
ANN K. PAYNE FINNEY

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me Angie Z. Howard, a Notary Public in and *for said County and State,* David C. Payne, Nancy S. Blankenship, Harold E. Payne, Janet Payne (formerly Janet Bright), Marjorie Payne, Julie Beaty, Ann K. Payne Finney, Gdn., and Ann K. Payne Finney *the within named 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* 21st *day of* June, *19*79.

Angie Z. Howard
Notary Public

Commission expires 10/17/82

NOTARY PUBLIC DAVIDSON COUNTY

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STATE OF Tennessee }
COUNTY OF Davidson }

Personally appeared before me, Argie Z. Norwood, a Notary Public in and for said County and State, David Manas and wife, Sylvia L. Manas the within named 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 21st day of June, 1979.

Argie Z. Norwood Notary Public

Commission expires 10/17/82

NOTARY PUBLIC * DAVIDSON COUNTY *

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, Argie Z. Norwood, a Notary Public of the State and County aforesaid, personally appeared J. Vance Little and Catherine P. Johnson, with whom I am personally acquainted and who, upon oath, acknowledged themselves to be Sr. Vice-President & Trust Officer, respectively, of the Commerce Union Bank the within named bargainor, a corporation, and that they as such Sr. Vice-President & Trust Officer being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by themselves as Sr. Vice President and Trust Officer.

Witness my hand and seal, at office in Nashville, Tn. this 21st day of June, 1979.

Argie Z. Norwood Notary Public

Commission expires 10/17/82

NOTARY PUBLIC * DAVIDSON COUNTY *

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public, in and for the above State and County, personally appeared DAVID C. PAYNE, to me known to be the person who executed the foregoing instrument in behalf of LARRY K. PAYNE, and acknowledged that he executed the same as the free act and deed of said LARRY K. PAYNE.

WITNESS my hand and official seal this the 21st day of June, 1979.

My commission expires:

10/17/82

Argie Z. Norwood
NOTARY PUBLIC

NOTARY PUBLIC * DAVIDSON COUNTY *

INSTALLMENT DEED

FROM David Payne, et al

TO David Manas, et ux

F 37028

IDENTIFICATION REFERENCE

JUN 27 1 47 PM '79

FEE AND RECORDING REGISTER
DAVIDSON COUNTY, TENN.

CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE

OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

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RECEIVED OF _____

FOR _____

CO - CONVEYANCE	CC - CERTIFIED COPY	MS - MISCELLANEOUS
MO - MORTGAGE	MR - RELEASE	ST - STATE TAX CONVEY.
WD - WARRANTY DEED	UC - UNIFORM COMMERCIAL CODE	ST - STATE TAX MORT.
TD - TRUST & DEED		PF - PROBATE FEES

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			63603.00-	CO
			50000.00-	MO
			165.36	CO TX
			48.00	MO TX
			.50	PRFEE
			8.00	WDEED
			CHECK	221.86-
2570A	06/27/79		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F-37028

IDENTIF. REFERENCE

JUN 27 1 47 PM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 693414