INSTALLMENT DEED

For and in Consideration of the sum of FIFTY TWO THOUSAND AND NO/100----------

----------Dollars,

of which FIVE THOUSAND EIGHT HUNDRED TWO AND 92/100----------Dollars,
and a first mortgage with a balance of $40,197.08 has been assumed
has been paid in cash by Mohan Kinra

the receipt of which is hereby acknowledged, and for the remainder SIX THOUSAND AND NO/100---

---------- Dollars,

the said Mohan Kinra has executed his promissory note payable to Monojit Dasgupta and wife, Seema Dasgupta, in the original principal amount of $6,000.00 together with interest thereon at the rate of 12% per annum in monthly installments of $60.00 each beginning January 12, 1981, with a balloon payment in the amount of $6,060.00 due December 12, 1983, said note

~~xhe~~ 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, Monojit Dasgupta and wife, Seema Dasgupta, and Dibyendu Bhattacharyya and wife, Sumitra Bhattacharyya,

have this day bargained and sold, and do hereby transfer and convey unto the said Mohan Kinra, also known as Madan M. Kinra, his heirs and assigns,

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

LAND in Davidson County, Tennessee, being Lot No. 50 on the plan of Section One, Towne Village of the Country, of record in Book 5200, pages 55 and 56, Register's Office for said County.

SAID Lot No. 50 fronts 57.49 feet on the southerly margin of Stoneybrook Circle and extends back 125.0 feet on the easterly line and 136.56 feet on the westerly line to a broken line in the rear, measuring 96.86 feet thereon.

BEING the same property conveyed to Monojit Dasgupta and wife, Seema Dasgupta, and Dibyendu K. Bhattacharyya and wife, Sumitra Bhattacharyya, by deed from David L. Sawyer and wife, Lorraine Sawyer, of record in Book 5606, page 181, Register's Office for Davidson County, Tennessee.

It is understood and agreed that part of the consideration for the transfer of this property is the agreement of the Grantee to assume the unpaid balance of a note secured by a first mortgage deed of trust to Commerce Union Bank of record in Book 5378, page 68, said Register's Office, and that the escrow account in connection with the aforesaid deed of trust is hereby transferred to the said Grantee.

This conveyance is made subject to a first mortgage Deed of Trust to Commerce Union Bank of record in Book 5378, page 68, said Register's Office. It is understood and agreed that a default in payment on said first mortgage may be considered a default in payment on this obligation and give rise to all the rights provided herein, and that the holder hereof may make advances to keep the first mortgage current and add said advances to the balance of the note secured hereby.

unimproved (or) This is improved property known as 3141 Stoneybrook Circle, Nashville, Tennessee
(Street or Rural) (No.) (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 grantee, 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, our heirs and representatives, to warrant and forever defend the title to said real estate to said grantee, 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 grantee

do hereby transfer and convey unto WILKINS, ADAMS & SPICER, ATTORNEYS, a partnership 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 grantee 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 $ 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 grantee 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 the grantee, his 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 WILKINS, ADAMS & SPICER, ATTORNEYS, a partnership, 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 Monojit Dasgupta and wife, Seema Dasgupta, and Dibyendu K. Bhattacharyya and wife, Sumitra Bhattacharyya, grantors, and Mohan Kinra, grantee, hereunto set our hands at Nashville, Tennessee, this the 12th day of December 1980.

Mohan Kinra, Grantee

Monojit Dasgupta, Grantor

Seema Dasgupta, Grantor

Dibyendu K. Bhattacharyya, Grantor

Sumitra Bhattacharyya, Grantor

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Mohan Kinra, Monojit Dasgupta and Seema Dasgupta,

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 Tullahoma, Tennessee, this 22nd day of December, 1980.

PHYLLIS COUGHLIN NOTARY PUBLIC COFFEE COUNTY

Stephen R. Dwight, Notary Public.

Commission Expires 4/19/81

STATE OF Ohio
Cuyahoga **County.**

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Dibyendu K. Bhattacharyya and Sumitra Bhattacyaryya

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 Solon, Ohio this 16th day of December, 1980.

Kathleen M. Musarra, Notary Public.

Commission Expires

KATHLEEN M. MUSARRA
Notary Public, State of Ohio
County of Cuyahoga
My Comm. Expires 11-23-85

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 5694 PAGE 641

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)

STATE OF OHIO

COUNTY OF Cuyahoga

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Dibyendu K. Bhattacharyya and wife, Sumitra Bhattacharyya, 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 Solon, Ohio, this 6th day of December, 1980.

KATHLEEN M. MUSARRA
Notary Public, State of Ohio
County of Cuyahoga
My Comm. Expires 11-23-83

X Kathleen M. Musarra
Notary Public

My Commission Expires: .....

INSTALLMENT DEED

FROM

MOHAN KINRA

TO

WILKINS, ADAMS & SPICER, ATTORNEYS, a partnership, Trustee

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

G 2.3.4 4 8

T

IDENTIF. REFERENCE

DEC 29 12 31 PH '80

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

dp

Row 1, Box 8

TOLLEY CO. NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mohan Kinra (NAME)	Commerce Union Bank (NAME)	150-7
208 Marbeth Lane (STREET ADDRESS OR ROUTE NUMBER)	P. O. Box 2546 (STREET ADDRESS)	32
Tullahoma, TN 37388 (CITY) (STATE) (P. O. ZIP)	Nashville, TN 37239 (CITY) (STATE) (ZIP)	2D 38160

THIS INSTRUMENT WAS PREPARED BY

WILKINS, ADAMS & SPICER, ATTORNEYS
3835 Cleghorn Avenue
Nashville, Tennessee 37215

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$52,000.00 Diane Jacobs
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 12th DAY OF December, 1980.

John V. Adams
Notary Public

MY COMMISSION EXPIRES January 22, 1984

12/29 151.70 CHECK #

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 5694 PAGE 642

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			52000.00- CO	
			6000.00- MO	
			135.20 CO TX	
			4.00 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK	151.70-
2297A	12/29/80		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 2 3 4 4 8

T
IDENTIF. REFERENCE

DEC 29 12 31 PM '80

FELIX Z. WILSON JR REGISTER
DAVIDSON COUNTY, TENN.

No. 799491