Installment Deed

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ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
James A Ragghianti	Same	131-12
(NAME) 1101 Biltmore	(NAME)	Pg 59
(STREET ADDRESS OR ROUTE NUMBER) Nashville Tenn. 37204	(STREET ADDRESS)	16 DA 38063
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION of the sum of FIFTY SEVEN THOUSAND AND NO/100 ($57,000.00) *Dollars, of which* TWELVE THOUSAND AND NO/100 ($12,000.00) *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* FORTY-FIVE THOUSAND AND NO/100 ($45,000.00) *Dollars,*

James A. Ragghianti and wife, Mary K. Ragghianti *have executed* an installment deed note in the principal amount of $45,000.00 payable to the order of Tyanne Dill Bissell. Said note being payable in 36 monthly installments of $462.88 each, for 35 installments with the entire balance being due and payable on the 36th monthly installment, which will be on March 3, 1985. Said note bears interest at the rate of 12% per annum and interest is included in said installments.

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,

Tyanne Dill Bissell and husband, Roger Bissell

have this day bargained and sold, and do hereby transfer and convey unto the said

James A. Ragghianti and wife, Mary K. Ragghianti

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. 14 on the Map of Battery Park, as of record in Book 1130, page 103, Register's Office for said County, described as follows:

Beginning on the southerly margin of Biltmore Drive at the corner of Lots Nos. 14 and 15; thence with the line between said two lots southwardly 200 feet to the northerly line of Lot No. 29; thence with said line eastwardly 137.7 feet to the westerly margin of Scenic Drive; thence with said Drive northeastwardly 206.5 feet to the beginning of a curve; thence around said curve with a radius of 20 feet northwestwardly 44.04 feet to the southerly margin of Biltmore Drive; thence with said Drive westwardly 243.3 feet to the beginning.

Being the same property conveyed to Horace E. Dill and wife, Annie Lou Dill by deed from William M. Foster and wife, Elisabeth Ramsey Foster of record in Book 2103, page 594 Register's Office for said County. The said Horace E. Dill and Annie Lou Dill were divorced and the above described property was vested in Annie Lou Stockard Dill by decree of record in Book 5847, page 4, said Register's Office. The said Annie Lou Stockard Dill having since died and devised the above described property to Tyanne Dill Bissell by Will of record in Will Book 137, page 672 Probate Court Clerk's office for Davidson County, Tennessee. The said Annie Lou Dill and Annie Lou Stockard Dill was one and the same person. Roger Bissell husband of Tyanne Dill Bissell joins in the conveyance of said property to convey any and all interest which he may have, but no further or otherwise.

It is agreed by all parties hereto that the indebtedness described in this instrument shall not be assumed by other parties without written approval of the holder of this note, and in the event the above described property is sold or conveyed, then at the option of the holder of said indebtedness, the entire indebtedness shall become due and payable.

Prepared by Dewey W. Pedigo, atty

03/03 200.70 CHECK

5185

STATE OF TENNESSEE }
COUNTY OF DAVIDSON } The actual consideration or value whichever is greater, for this transfer is $ 59,000.00

Subscribed and sworn to before me, this the 3 day of March 1982

Georgia H. Johnson
Affiant

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

Dewey W. Peach
Notary Public

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 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 installaments 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 Phillip Saindon, *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 and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, 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.

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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 23 day of March, 19 82

Roger Bissell

Tyanne Dill Bissell

James A. Ragghianti

Mary K. Ragghianti

6811795

IDENTIF. REFERENCE

MAR 31 1 31 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

PUSH

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Dewey W. Pedigo, a Notary Public in and for said County and State, Tyanne Dill Bissell and husband, Roger Bissell and James A. Ragghianti and wife, Mary K. Ragghianti

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 31st day of March, 19 82

Dewey W. Pedigo Notary Public at Large

Commission expires 10-17-82

DEWEY W. PEDIGO NOTARY PUBLIC STATE AT LARGE TENNESSEE

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

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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
			57[illegible].00- CO	
			45000.00- MO	
			148.20 CO TX	
			43.00 MO TX	
			.50 PRFEE	
			5.00 WDEED	
			CHECK 200.70-	
5185A03/03/82			BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 8 11 7 9 5

IDENTIF. REFERENCE

MAR 3 1 31 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 869609