This ... prepared by:
... ROY & BENNETT, P. C.
... 2707 ...
... TENN. 37219

Installment Deed

BOOK 5867 PAGE 261

ADDRESS NEW OWNER (S)AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Paul D. Kirby et ux	Bank of America Trust & Savings	Map 134-13
(NAME:) 249 Paragon Mills Road	Association (NAME:)	Par. 122
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tenn. 37211	(STREET ADDRESS)	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION of the sum of FORTY-FIVE THOUSAND SIX HUNDRED AND NO/100 ($45,600.00) ---------- *Dollars,*
of which ONE THOUSAND AND NO/100 ($1,000.00) ---------- *Dollars, has been paid in cash,*
the receipt of which is hereby acknowledged, and for the remainder FORTY-FOUR THOUSAND SIX HUNDRED AND NO/100 ($44,600.00) ---------- *Dollars,*
the said Paul D. Kirby and wife, Mary E. Kirby, have executed their promissory not of even date herewith, payable to the order of Robert Lee Rasmussen and wife, Velma Anne Rasmussen, in the principal amount of Forty-Four Thousand Six Hundred and No/100 ($44,600.00) Dollars, payable in monthly installments as follows: On the 1st day of April, 1982, the sum of Five Hundred Twenty Eight and 46/100 ($528.46) Dollars, and thereafter a like amount in three hundred nineteen (319) equal monthly installments on the 1st day of each succeeding month, which includes principal and interest at the rate of fourteen (14%) per cent per annum to be applied first to the payment of interest and the remainder to principal until said sum and accrued interest have been paid in full. There shall be a charge of ten (10%) per cent of the total payment due for all payments not received by the 10th of the month,

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, ROBERT LEE RASMUSSEN and wife, VELMA ANNE RASMUSSEN,
have this day bargained and sold, and do hereby transfer and convey unto the said PAUL D. KIRBY and wife, MARY E. KIRBY, *the Grantees herein, their (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Being Lot No. 206 on the Plan of Kenilworth Estates, Section 4, of record in Book 3300, pages 34, 35 and 36, Register's Office for Davidson County, Tennessee.

Said Lot No. 206 fronts 83 feet on the southerly side of Paragon Mills Road and extends back 105 feet on the westerly line and 85 feet on the easterly line to a dead line, which is a broken line, measuring 97.8 feet thereon.

Being the same property conveyed to Robert Lee Rasmussen and wife, Velma Anne Rasmussen, by deed from James H. Seagraff and wife, Ella Mae Seagraff, of record in Book 3988, page 602, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to restrictive covenants of record in Book 3316, page 339, Register's Office for Davidson County, Tennessee; owner's certificate, a 30-foot minimum building setback line from Paragon Mills Road and a 10-foot easement for public utility and drainage purposes along the rear line of said lot and a 5-foot drainage easement along the westerly line, as shown on plan of record in Book 3300, pages 34, 35 and 36, Register's Office for Davidson County, Tennessee, and easement for cut and fill slopes to extend beyond the right of way of Paragon Mills, if needed, granted Davidson County, by Alan J. Strasser and wife, of record in Book 3103, page 45, Register's Office for Davidson County, Tennessee.

This conveyance is also made subject to a deed of trust executed by James H. Seagraff and wife, Ella Mae Seagraff, to Bruce Robertson, Jr., Trustee, of record in Book 3568, page 165, said Register's Office, to secure to Prudential Insurance Company of America an indebtedness in the amount of $13,950.00; deed of trust executed by Robert Lee Rasmussen and wife, Velma Anne Rasmussen, to Vaden Lackey, Jr., Trustee, of record in Book 4928, page 707, said Register's Office to secure to Fidelity Federal Savings & Loan Association an indebtedness in the amount of $14,173.20, and subject to deed of trust executed by Robert Lee Rasmussen and wife, Velma Anne Rasmussen, to James William Hofstetter, Jr. , Trustee, of record in Book 5863, page 10 , said Register's Office to secure to Third National Bank an indebtedness in the amount of $15,000.00.

BOOK 5807 PAGE 302

Upon the sale, transfer, or conveyance of the property described herein, or any interest therein to any other party, except by inheritance or devise, without the prior written consent of the holder of the note secured by this instrument or upon an assignment for the benefit of creditors, or should a receiver, liquidator or trustee of the grantors be appointed, or should any petition in bankruptcy, or for the reorganization or arrangement of the grantors pursuant to the Federal Bankruptcy Act or any statute, federal or state, similar thereto, be filed by or against the grantors, then, and in any of such events, this trust conveyance shall remain in full force and effect, and at the option of the holder of the note, all remaining unpaid indebtedness, together with interest thereon, shall become due and payable at once, without notice, and the holder of the note may waive or consent to such transfer but such waiver or consent shall not preclude the holder of the note from declaring the indebtedness due and payable for any subsequent transfers. Any waiver or consent required hereby must be in writing and signed by the party to be charged to be valid and binding.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 45,600.00

Subscribed and sworn to before me, this the 1st day of March 1982

Affiant

My commission expires: 4-21-85 (Affix Seal)

Notary Public

This is improved (X) unimproved ( ) property, known as 249 Paragon Mills Road, Nashville, Tennessee 37211
(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. , except as hereinabove set forth, and taxes for the year 1982, which have been prorated and which the Grantee herein agrees to pay and assume.

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 John A. Gupton, III *, 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:*

44,600.00

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.

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 1st day of March, 19 82

Robert Lee Rasmussen

Robert Lee Rasmussen

Velma Anne Rasmussen

Velma Anne Rasmussen

Paul D. Kirby

Paul D. Kirby

Mary E. Kirby

Mary E. Kirby

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Annie L. Smith, a Notary Public in and for said County and State, Robert Lee Rasmussen and wife, Velma Anne Rasmussen,

the within named bargainor, 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 1st day of March, 19 82.

Annie L. Smith Notary Public

Commission expires

STATE OF TENNESSEE

COUNTY OF DAVIDSON

BOOK 5867 PAGE 264

Personally appeared before me, Annie G Smith, *a Notary Public in and for said County and State,* Paul D. Kirby and wife, Mary E. Kirby,

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* 1st *day of* March, *19* 82

Annie G Smith *Notary Public*

Commission expires 4-21-85

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ..., *a Notary Public of the State and County aforesaid, personally appeared* ....., *with whom I am 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 .....

G 8.5 1.4 2

IDENTIF. REFERENCE

MAR 30 1 27 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

INSTALLMENT DEED

FROM

Robert Lee Rasmussen et ux

TO

Paul D. Kirby et ux

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

Chicago Title Insurance Company
2000 Richard Jones Road
Nashville, Tenn. 37215
Phone 298-2627

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

BOOK 5867 PAGE 265

FOR _____

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
			45600.00- CO	
			44600.00- MO	
			118.56 CO TX	
			42.60 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK 173.66-	
941	A03/30/82		BAL .03	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 8.5 1.4 2

IDENTIF. REFERENCE

MAR 30 1 27 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 873660