INSTALLMENT DEED

BOOK 5887 PAGE 50

For and in Consideration of the sum of ----EIGHTY THOUSAND AND NO/100----------($80,000.00)---------- Dollars, of which --FIVE THOUSAND AND NO/100-- ($5,000.00)---------- Dollars, has been paid in cash by Rupert Marigza the receipt of which is hereby acknowledged, and for the remainder --SEVENTY-FIVE THOUSAND ------AND NO/100----------($75,000.00)-------- Dollars, the said Rupert Marigza and wife Mary Helen I. Marigza have executed and delivered their joint promissory note in the principal amount of SEVENTY-FIVE THOUSAND AND NO/100 ($75,000.00) DOLLARS payable to the order of Cassie Louise Tarpley and Alla S. (Shoffner) Tarpley, due and payable as follows: FIFTEEN THOUSAND AND NO/100 ($15,000.00) DOLLARS, NO INTEREST, on July 15, 1982, the remainder of SIXTY THOUSAND AND NO/100 ($60,000.00) DOLLARS including interest at the rate of THIRTEEN PERCENT (13%) per annum, beginning May 15, 1982 and due on or before July 15, 1983 with no penalty if paid before July 15, 1983.

~~all of said notes bearing six per cent interest from date~~, and 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, We, Cassie Louise Tarpley and Alla S. (Shoffner) Tarpley have this day bargained and sold, and do hereby transfer and convey unto the said Rupert Marigza, his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: Land in Davidson County, Tennessee, being the westerly 77 feet of lots Nos. 16, 17 and 18 and the southerly 29 1/2 feet of the westerly 77 feet of Lot No. 19 on the Plan of the subdivision of Hamilton Park's 10.28 acre tract in the 7th, formerly the 10th Civil District of said County, as of record in Book 161, page 160, Register's Office for said County, described according to said plan as changed by deed from Hamilton Parks to J. M. Williams and wife of record in Book 534, page 257, Register's Office as follows:

Beginning at the northeast corner of Jones Avenue, formerly East Street, and 24th Avenue South, formerly Kennedy Avenue, being the southwest corner of said Lot No 16; thence with the northerly margin of Jones Avenue, eastwardly 77 feet to a point; thence northwardly and parallel with 24th Avenue South, 200 feet to a point 20 1/2 feet southerly from the southern boundary line of Lot No. 20 on said plan; thence westwardly and parallel with Jones Avenue 77 feet to the easterly margin of 24th Avenue South; thence with the easterly margin of 24th Avenue South, southwardly 200 feet to the beginning. Being the same property conveyed to Alla S. Tarpley, a widow and Florence Landis, each a one-half undivided interest by deed from Jim B. Thomas and wife Lucille D. Thomas of record in Book 2249, page 549, Register's Office for Davidson County, Tennessee. The said Florence Landis having predeceased Alla Tarpley, and devised her interest in said property to her sister Alla Tarpley and her neices Alla Shoffner Tarpley, Josephine Tarpley and Cassie Tarpley, by will of record in Will Book 98, page 336, Probate Clerks Office for Davidson County, Tennessee. The said Alla Tarpley having died intestate leaving as her only heirs-at-law Cassie Tarpley, Alla S. (Shoffner) Tarpley and Josephine Tarpley. The said Josephine Tarpley having since died devising her interest in said property to Cassie Louise Tarpley and Alla S. (Shoffner) Tarpley by will of record in Will Book 117, page 102, Probate Clerks Office for Davidson County, Tennessee. This conveyance is subject to a Deed of Trust executed by Rupert Marigza and wife Mary Helen I. Marigza to Robert C. Bonnell, Trustee dated May 15, 1982 recorded in Book----Page----RODC. Note $75,000.00

Installment

This is improved ( ) property known as

(House Number)	(Street)	P. O. Address: (City or Town)	(Zip Code)
X 2144	Fairfax Avenue	Nashville, Tenn.	37212

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Rupert Marigza, his heirs and assigns forever he covenant that he is 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 for 1982 taxes which have been prorated and assumed by Rupert Marigza. He further covenant and bind himself, his heirs and representatives, to warrant and forever defend the title to said real estate to said Rupert Marigza, 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 us in hand paid, we, the said Rupert Marigza and wife Mary Helen I. Marigza

do hereby transfer and convey unto Robert C. Donnell, 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 Rupert Marigza

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 $ 60,000.00 Fire &EC 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 Rupert Marigza 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 Rupert Marigza, 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 Robert C. Donnell, 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 Cassie Louise Tarpley and Alla S. (Shoffner) Tarpley and Rupert Marigza and wife Mary Helen I. Marigza hereunto set our hands at Nashville, Tennessee, this the 15th day of May 19 82

Cassie Louise Tarpley
Cassie Louise Tarpley

Alla S. (Shoffner) Tarpley
Alla S. (Shoffner) Tarpley

Rupert Marigza

Mary Helen I. Marigza
Mary Helen I. Marigza

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Billy C. Donnell, a Notary Public in and for said County and State, the within named Cassie Louise Tarpley, Alla S. (Shoffner) Tarpley, Rupert Marigza and wife Mary Helen I. Marigza

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 Nashville, Davidson County Tennessee, this 15th day of May, 1982

Commission Expires My Commission Expires May 22, 1984

Billy C. Donnell, Notary Public.

STATE OF _____
_____ County.

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the bargainor, with whom I am personally acquainted, and who acknowledged that _____ executed the within instrument for the purposes therein contained.

Witness my hand and official seal at _____ this _____ day of _____, 19____

_____, Notary Public.

Commission Expires _____

STATE OF TENNESSEE
COUNTY OF DAVIDSON

BOOK 5887 PAGE 53

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)

RUSH

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN
MAY 17 3 08 PM '82

IDENTIF. REFERENCE

G.S. 1-7 3 9

INSTALLMENT DEED

FROM
Connie Lorene Tarpley
Ella M. (Stafford) Tarpley
TO
Rupert Marigza

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

L. A. NEWMAN & CO.
REAL ESTATE LOANS INSURANCE
AL 6-0488 NASHVILLE, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Rupert Marigza (NAME)	Rupert Marigza (NAME)	104-11 118
2141 Fairfax Avenue (STREET ADDRESS OR ROUTE NUMBER)	2141 Fairfax Avenue (STREET ADDRESS)	
Nashville, Tenn. 37212 (CITY) (STATE) (P. O. ZIP)	Nashville, Tenn. 37212 (CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

Earl J. Porter, Jr. Atty. (cd)
214-Third Avenue North
Nashville, Tennessee 37201

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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

$ 80,000.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 17th DAY OF May, 1982

Notary Public

~~MY COMMISSION EXPIRES:~~ Aug. 1985

(AFFIX SEAL)

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 5887 PAGE 54

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
			80[illegible].00- CO	
			75000.00- MO	
			206.00 CO TX	
			75.00 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK 293.50-	
769205/17/82			BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G.9.1-7.39

IDENTIF. REFERENCE

MAY 17 3 08 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 881624