This Instrument Prepared By:
William E. Shofner, Esq.
2100 One Commerce Place
Nashville, Tennessee 37239

mail

BOOK 5905 PAGE 571

5752

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
JOHN BRUNO, III, et ux (NAME)		130-3
621 Westview Avenue (STREET ADDRESS OR ROUTE NUMBER)	(NAME) Same (STREET ADDRESS)	20
Nashville, Tennessee (CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

07/01 941.50- CHECK

FOR AND IN CONSIDERATION of the sum of $280,000.00 (Two Hundred Eighty Thousand and No/100) *Dollars, of which* $80,000.00 *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* $200,000.00 *Dollars,* JOHN BRUNO, III, and wife, EMILY G. BRUNO, (the "Grantees") *ha ve executed*

a promissory note, dated the date hereof, in the amount of $200,000 payable to the order of Alfred Lyle Starr, Elizabeth Starr Joseph, Peter Michael Lyle Starr and Katherine Starr Kaiser (the "Grantors") on or before five years from the date thereof, bearing interest of twelve and one-half percent (12 1/2%) per annum for the first two years thereof and fourteen percent (14%) per annum for the final three years thereof which accrued interest shall be payable quarterly beginning October 1, 1982, and on the first day of January, April, July and October thereafter until paid in full

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, ALFRED LYLE STARR, ELIZABETH STARR JOSEPH, PETER MICHAEL LYLE STARR and KATHERINE STARR KAISER, Grantors *have this day bargained and sold, and do hereby transfer and convey unto the said* JOHN BRUNO, III, and wife, EMILY G. BRUNO *the Grantees herein, their (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:* (See Exhibit A attached hereto)

The property herein described and conveyed is not the usual place of residence of the Grantors or their spouses.

6.9 & 0.30

IDENTIF. REFERENCE

JUL 1 2 10 PM '82

FELIX [illegible] REGISTER
DAVIDSON COUNTY, TN

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 280,000.00

Affiant

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

Notary Public

My commission expires: 10-21-84 (Affix Seal)

This is improved (X) unimproved ( ) property, known as 621 Westview Avenue (House Number) Nashville, Tennessee (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 for 1982 taxes which are not yet due and payable.

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 William E. Shofner *, 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:* to have and to hold forever, of which we covenant we are lawfully seized, have a good right to convey and that same is unencumbered, except as otherwise set forth above.

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 $200,000 *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 X percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby. 18

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. Upon the occurrance of any of the following events of default, 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 1 day of July, 1982

GRANTORS:

Alfred Lyle Starr
ALFRED LYLE STARR

Elizabeth Starr Joseph by Alfred Lyle Starr attorney in fact
ELIZABETH STARR JOSEPH

Peter Michael Lyle Starr by Alfred Lyle Starr attorney in fact
PETER MICHAEL LYLE STARR

Katherine Starr Kaiser by Alfred Lyle Starr attorney in fact
KATHERINE STARR KAISER

GRANTEES:

John Bruno III
JOHN BRUNO, III

Emily G. Bruno
EMILY G. BRUNO

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Elaine Burris, a Notary Public in and for said County and State, Alfred Lyle Starr

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

Witness my hand and official seal at Nashville, Tennessee, this 1st day of July, 1982.

Elaine Burris
Notary Public

Commission expires 10-21-84

NOTARY PUBLIC

OFFICIAL RECEIPT

STATE OF TENNESSEE
COUNTY OF DAVIDSON

BOOK 5905 PAGE 574

Personally appeared before me, ALLEN C. BROWN, *a Notary Public in and for said County and State,* John Bruno, III

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

Witness my hand and official seal at Nashville, Tennessee *this* 1st *day of* July, 19 82.

Allen C. Brown *Notary Public*

Commission expires October 15, 1983

State of Tennessee
County of Davidson

Personally appeared before me, Elaine Burris, a Notary Public in and for said County and State, Emily G. Bruno, the within named bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee this 1st day of July, 1982.

My Commission Expires: 10-21-84
State of Tennessee, County of Davidson

Elaine Burris
Notary Public

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 ...

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Elaine Burris, a Notary Public of the State and County aforesaid, personally appeared ALFRED LYLE STARR, to me known to be the person who executed the foregoing instrument on behalf of ELIZABETH STARR JOSEPH, PETER MICHAEL LYLE STARR and KATHERINE STARR KAISER, acknowledged that he executed the same as the free act and deed of said ELIZABETH STARR JOSEPH, PETER MICHAEL LYLE STARR and KATHERINE STARR KAISER.

Witness my hand and official seal at Nashville, Tennessee, this 1st day of July, 1982.

Elaine Burris
Notary Public

My Commission Expires: 10-21-84

INSTALLMENT DEED

FROM
ALFRED LYLE STARR ET AL.

TO
JOHN BRUNO, III, et ux

Compliments 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

EXHIBIT A

Being Lot 175 and part of Lots 174 and 176 of Royal Oaks Subdivision as shown on plat of the Resubdivision of part of Lots 173 and 176 and all of Lots 174 and 175 on the Plan of Royal Oaks Subdivision of the Baker Tract, of record in Book 2900, page 137, Register's Office of Davidson County, Tennessee.

Said tract fronts 435 feet on the westerly margin of Westview Avenue and extends back 403.8 feet on the southerly boundary and 409.5 feet on the northerly boundary to a dead line in the rear measuring 435 feet.

Being the same property devised to Alfred Lyle Starr, Elizabeth Starr Joseph, Peter Michael Lyle Starr and Katherine Starr Kaiser by Elizabeth Lyle Starr by will of record in Will Book 137, page 118, Probate Court Clerk's Office of Davidson County, Tennessee, and being the same property conveyed to Elizabeth Lyle Starr by deed from Royal Oaks Land Company of record in Book 1471, page 165, Register's Office of Davidson County, Tennessee, and being part of the property conveyed to Elizabeth Lyle Starr by deed from Royal Oaks Land Company of record in Book 998, page 658, said Register's Office.

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

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RECEIVED OF _____

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
			280000.00- CO	
			200000.00- MO	
			728.00 CO TX	
			196.00 MO TX	
			.50 PRFEE	
			15.00 WDEED	
			CHECK	941.50-
		5752A07/01/02	BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G. 9. & O. 3 0

IDENTIF. REFERENCE

JUL 1 2 10 PM '02

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 889375