OFFICIAL RECEIPT

BOOK 5909 PAGE 905

INSTALLMENT DEED

For and in Consideration of the sum of Twenty-Six Thousand and No/100 ($26,000.00)----------Dollars, of which Five Thousand and No/100 ($5,000.00)----------Dollars, has been paid in cash by Sandria Webb Kirby the receipt of which is hereby acknowledged, and for the remainder Twenty-One Thousand and No/100 ($21,000.00)----------Dollars, the said Sandria Webb Kirby----------has executed her Installment Deed Note of even date in the principal sum of $21,000.00, payable to the order of Ruth Newton Sutton, in 60 monthly installments as follows: on the 1st day of August, 1982, the sum of $277.52 and a like sum on the 1st day of each succeeding month with the final installment, being the unpaid principal plus interest, on the 1st day of July, 1987; said monthly installments include both principal and interest at the rate of ten percent (10%) per annum; payment to be applied first to interest and balance to principal until the entire amount, both principal and interest shall have been paid in full.

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, I, RUTH NEWTON SUTTON,

have this day bargained and sold, and do hereby transfer and convey unto the said SANDRIA WEBB KIRBY a/k/a SANDRIA WEBB, her heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LAND in Davidson County, Tennessee, being lot no. 95 on the Plan of Sharpe and Horn's first addition to Northeast Nashville, as of record in Book 57, page 152, Register's Office for said County.

SAID Lot No. 95 fronts 50 feet on the westerly side of Stainback Avenue, and runs back between parallel lines 160 feet, more or less, to an alley.

BEING the same property devised to Ruth Newton Sutton a/k/a Mrs. Ruth N. Sutton in the Last Will and Testament of Mrs. Wiley L. Newton a/k/a Minnie Lou Davis Newton, admitted for probate in the Probate Court of Davidson County, Tennessee, on May 12, 1982, and recorded in Minute Book 277, page 507, in the Clerk's Office of said Court, Also being the same property conveyed to Mrs. Wiley L. Newton by deed from J.R. Huffman, Guardian, Estate of Mrs. Bessie Huffman, dated October 14, 1957, and recorded in Book 2700, page 479, Register's Office of said County.

This is unimproved ( ) improved (X) property, known as 1110 Stainback Avenue (House Number) (Street) P. O. Address: Nashville (City or Town) 37207 (Zip Code)

OFFICIAL RECEIPT

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To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Sandria Webb Kirby, her heirs and assigns forever. I covenant that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said Sandria Webb Kirby, her 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 Sandria Webb Kirby

do hereby transfer and convey unto Gary D. Copas, 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 Sandria Webb Kirby

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 $ insurable value 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 Sandria Webb Kirby 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 Sandria Webb Kirby, her representatives or assigns.

OFFICIAL RECEIPT

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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 Gary D. Copas, 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 Ruth Newton Sutton and Sandria Webb Kirby and her husband, ~~and~~ Alfred Kirby, who joins in this conveyance to consent to the alienation and waiver of his homestead and marital rights. hereunto set our hands~~xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx~~, this the 1st day of July 1982.

Ruth Newton Sutton

Sandria Webb Kirby

Alfred Kirby

STATE OF TENNESSEE)
Davidson County)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Sandria Webb Kirby and husband, Alfred Kirby,

the 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 July, 1982

Commission Expires 11-25-84

Gary D. Copas, Notary Public.

STATE OF FLORIDA)
PINELLAS County.)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Ruth Newton Sutton

the 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 ST PETERSBURG, FLORIDA this 3 day of JULY, 1982

Commission Expires Notary Public, Florida, State at Large My Commission Expires April 9 1984 Bonded thru Jerry Insurance Agency

Denise Lee Allestaitte, Notary Public.

STATE OF TENNESSEE (
COUNTY OF DAVIDSON)

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

BOOK 5909 PAGE 909

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)

G 9 9 4 3 8

IDENTIF. REFERENCE

JUL 13 11 01 AM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

RUSH

INSTALLMENT DEED

FROM
RUTH NEWTON SUTTON

TO
SANDRIA WEBB KIRBY

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Sandria Webb Kirby (NAME)	Sandria Webb Kirby (NAME)	82-3
1110 Stainback Ave. (STREET ADDRESS OR ROUTE NUMBER)	1110 Stainback Ave. (STREET ADDRESS)	333
Nashville, TN 37207 (CITY) (STATE) (P. O. ZIP)	Nashville, TN 37207 (CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

COPAS & HAMILTON
Attorneys at Law
108 N. Greenwood St.
Lebanon, TN 37087

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

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

$ 26,000.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE

13 ~~1st~~ DAY OF July 1982

Notary Public

MY COMMISSION EXPIRES: 11-25-84

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____ BOOK 5909 PAGE 910

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
			28000.00-	CO
			21000.00-	MO
			67.60	CO TX
			19.00	MO TX
			.50	PRFEE
			12.00	WDEED
				CHECK 99.10-
			7548A07/13/82	BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

E9 9 4 3 8

IDENTIF. REFERENCE

JUL 13 11 01 AM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 891110