This Instrument Prepared by: J. RANDALL EXUM

Hendersonville, Tennessee

INSTALLMENT DEED

FROM BONNIE JEAN M. EXUM, Attorney-in-fact for ALMA FRANCES COOK MURPHY, widow

TO PATRICIA A. CASSETTY & ROBERT W. KIRBY, as Tenants in common.

For draftsman's use

BOOK 5916 PAGE 335

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Patricia A. Cassetty (NAME)	Same (NAME)	To be assigned
169 Dillon Dr (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Hendersonville Tenn. 37075 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

IDENTIF. REFERENCE

JUL 28 11 23 AM '82

FELIX A. WILSON JR. REGISTER
DAVIDSON COUNTY, TN

MAIL ENV.

H 0 1 6 0 3

STATE OF TENNESSEE }
COUNTY OF }

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

$ $10,000.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 1st DAY OF July 19 82

Notary Public

MY COMMISSION EXPIRES: April 9, 1985

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of TEN THOUSAND ($10,000.00) DOLLARS

of which $ 2,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed to the within named Grantor a promissory note of even date herewith in the principal amount of $8,000.00 with interest thereon at the rate of twelve percent (12%) per annum on the unpaid balance; the principal and interest to be paid in monthly installments of $100.00 commencing August 1st, 1982, with like payments due on or before the same day of each successive month until fully paid,

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

BONNIE JEAN M. EXUM, Attorney-in-fact for ALMA FRANCES COOK MURPHY, a widow

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto PATRICIA A. CASSETTY and ROBERT W. KIRBY, as Tenants In Common

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: A lot or parcel of land located in the 2nd Civil District of Davidson County, Tennessee, and being Lot # 1 according to the plan of MURPHY MEADOWS SUBDIVISION, of record in Book 5800 Page 67, Registers Office for Davidson County, Tennessee, to which Plan reference is here made for a more particular description thereof.

Being a part of the same property conveyed by Deed dated April 12, 1943 from W.L. ROGERS and wife RUBY IRENE ROGERS to JOHN W. MURPHY and wife, ALMA FRANCES MURPHY of record in Book 1264, Page 223, said Registers Office.

The said JOHN W. MURPHY died intestate on or about March 14, 1966.

ALMA FRANCES MURPHY and ALMA FRANCES COOK MURPHY are one and the same.

Reference is here made to an instrument entitled "General Power Of Attorney" of record in Book 5790, Page 803 said Registers Office.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their 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 the said real estate to said grantees, their 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 grantees herein do hereby transfer and convey unto J. RANDALL EXUM Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. We, the said grantees 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 $ _____ 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 interest may appear. We 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 we 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 we, the said grantees, 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 we 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; we fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, as 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 conveyance. We 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. We 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 advise 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 the grantees herein, their heirs, 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 the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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 grantors and grantees, have hereunto set our hands this the 1st day of July, 19 52.

Bonnie Jean M. Exum

BONNIE JEAN M. EXUM, Attorney-in-fact for ALMA FRANCES COOK MURPHY, widow

Patricia A. Cassetty

PATRICIA A. CASSETTY

Robert W. Kirby

ROBERT W. KIRBY

STATE OF TENNESSEE }
COUNTY OF Sumner }

Personally appeared before me, A. J. Simpkins, a Notary Public in and for said County and State, the within named PATRICIA A. CASSETTY and ROBERT W. KIRBY

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 Hendersonville Tennessee, this 1st day of July, 19 52.

A. J. Simpkins
Notary Public

Commission expires Apr. 16, 1956

STATE OF TENNESSEE }
COUNTY OF }

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

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On this 1st day of July 1982, before me personally appeared BONNIE JEAN M. EXUM, to me known to be the person described in and who executed the foregoing instrument in behalf of ALMA FRANCES COOK MURPHY and acknowledged that she executed the same as the free act and deed of said ALMA FRANCES COOK MURPHY.

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

NOTARY PUBLIC

Commission expires April 16, 1986

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
			[illegible] .50- CO	
			[illegible] .10- MO	
			[illegible] CO TX	
			[illegible] MO TX	
			.50 PRFEE	
			[illegible] MISC	
			CHECK	41.60-
[illegible]			[illegible] TAL	.0[illegible]

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H.O. 1603

IDENTIF. REFERENCE

JUL 28 11 23 AM '82

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 893780