OFFICIAL RECEIPT

BOOK 5927 PAGE 688

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

FROM

OSCAR M. LITTON, JR.
et ux, MARY E. LITTON

TO

MANDELL L. CYPRESS and
JEROME B. GUTTMAN

For draftsman's use

PREPARED BY:
SATURN & MAZER, ATTYS.
20th Floor, First American Center
Nashville, TN 37238

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
MANDELL L. CYPRESS (NAME)	SAME (NAME)	
1007 Murfreesboro Rd. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	104-5
Nashville Tn 37217 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	365

(FOR REGISTER'S USE)

H 05223

I. IDENTIF. REFERENCE

AUG 23 9 32 AM '82

FELIX A. WILSON II REGISTER
DAVIDSON COUNTY, TN

HSOA

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 35,500.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 18th DAY OF August 1982

Notary Public

MY COMMISSION EXPIRES: 10/17/85

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of THIRTY FIVE THOUSAND FIVE HUNDRED & NO/100 DOLLARS

of which $ 8,875.00 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 their Installment Deed Note in the original sum of $ 26,625.00, payable according to the terms and conditions contained therein.

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,

we, OSCAR M. LITTON, JR., et ux MARY E. LITTON

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

MANDELL L. CYPRESS and JEROME B. GUTTMAN

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

SEE EXHIBIT A, ATTACHED.

BEING the same property conveyed to Oscar M. Litton, Jr., et ux Mary E. Litton, by deed from Kenneth Dickerson et ux, Betty Dickerson, of record in Book 5600, Page 478, said Register's Office for Davidson County, Tennessee.

Sellers reserve right of ingress and egress to 10 ft. x 65 ft. strip of property facing on alley, said strip extending out toward said alley from the main body of the subject tract.

This is unimproved ( ) improved (X) property, known as 317 Park Circle (House Number) (Street) P. O. Address: Nashville, TN (City or Town) (Postal Zone)

OFFICIAL RECEIPT

BOOK 5927 PAGE 689

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 SATURN & MAZER 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 $ maximum 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, 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 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 18th day of August 19 82.

OSCAR M. LITTON, JR.

MANDELL L. CYPRESS

MARY E. LITTON

JEROME B. GUTTMAN

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named OSCAR M. LITTON, JR., et ux MARY E. LITTON and Mandell L. Cypress and Jerome B. Guttman 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 Tennessee, this 18th day of August, 1982.

Notary Public.

Commission expires 10/17/82.

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 .

LEGAL DESCRIPTION

LAND in Davidson County, Tennessee, being a part of Lot No. 276 on the Map of Richland Realty Company's Second Subdivision "B" as shown on the plans of record in Book 332, Pages 92 and 174, Register's Office for said County, and described according to a survey dated January 18, 1956, by T.R. Sanford, Surveyor, as follows:

BEGINNING in the westerly margin of Park Circle at the common front corner of Lots Nos. 275 and 276, and running thence westwardly 203 feet, along the dividing line between said lots, to the common rear corner of said lots on the easterly margin of a 15-foot alley, thence along the easterly margin of said alley, northwardly 10 feet to the southwesterly corner of the property conveyed to Harold S. Brooks and wife, to W. David Sanders by Deed of record in Book 2539, Page 63, said Register's Office; thence easterly along the southerly line of Sander's property which line parallel with the southerly line of Lot No. 276, a distance of 65 feet to Sander's southeasterly corner; thence northwardly along Sander's easterly line and parallel with the easterly margin of said 15-foot alley, 91.7 feet to Sander's northeasterly corner in the southerly margin of Murphy Road; thence eastwardly, along the southerly margin of Murphy Road, 146.2 feet to the southwesterly corner of the intersection of Murphy Road and Park Circle, being the northeasterly corner of Lot No. 276; thence southwardly along the westerly margin of Park 74.5 feet, more or less, to the beginning.

INCLUDED BUT EXCLUDED from the above-described property is that portion conveyed to The State of Tennessee for the use and benefit of the Department of Transportation by Deed from Thomas Pitt, unmarried, of record in Book 4807, Page 880, Register's Office for Davidson County, Tennessee, described as follows:

LAND in Davidson County, Tennessee, being a part of Lot 276 of Richland Realty Company's Division "B" as of record in Subdivision Book 161, Page 151, Register's Office for Davidson County, and more particularly described as follows:

BEGINNING at a point, said point being at the intersection of the south dedicated right-of-way line of Murphy Road and the west dedicated right-of-way line of Park Circle, thence with the west dedicated right-of-way line of Park Circle along a curve to the left with a radius of 2,229.86 feet for 74.5 feet to a point; thence South 86 degrees 15' west for 70.0 feet to a point in the proposed right-of-way line of Interstate Route I-440; thence with the proposed right-of-way line of Interstate Route I-440, North 2 degrees 17' West for 87.4 feet to a point in the south dedicated right-of-way line of Murphy Road; thence with the south dedicated right-of-way line of Murphy Road South 82 degrees 49' East for 70.5 feet back to the point of beginning. and containing 5,690 square feet.

THIS property is subject to an easement for construction and maintenance of an electric power transmission line and underground sanitary sewers of record in Book 4807, Page 880, Register's Office for Davidson County, Tennessee.

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

RECEIVED OF _____

FOR _____ BOOK 5927 PAGE 691

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
			35500.00- CO	
			26625.00- MO	
			92.30 CO TX	
			24.60 MO TX	
			.50 PRFEE	
			9.00 WDEED	
			CHECK 126.40=	
			4771A08/23/82 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H. O. 5 2 2 3

IDENTIF. REFERENCE

AUG 23 9 32 AM '82

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 898078