This instrument prepared by:
Joseph B. Pitt, Jr., Attorney
First American Center
Nashville, Tennessee 37238

Installment Deed

ADDRESS NEW OWNER(S) AS FOLLOWS	SEND TAX BILLS TO	MAP PARCEL NUMBERS
J. D. Eatherly	SAME	93-13-105
(NAME)	(NAME)	
401 12th Avenue South	[illegible]	
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee	[illegible]	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION of the sum of Eighty Eight Thousand and no/100---------- ($88,000.00) ---------- *Dollars, of which* Ten Thousand and no/100---------- ($10,000.00) ---------- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Seventy Eight Thousand and no/100---------- ($78,000.00) ---------- *Dollars,*

J. D. Eatherly *has executed* his promissory note of even date herewith in the principal amount of $78,000.00, payable to the order of Birmingham Trust National Bank, Trustee under the Will of John Kirkman, deceased, as to an undivided 20% interest; Will Polk Kirkman, as to an undivided 25% interest, Mrs. John Montgomery, as to an undivided 5% interest; Will Roberts Kirkman, as to an undivided 25% interest; and Mrs. Paul Wishart, as to an undivided 25% interest; in sixty (60) monthly installments of $1,657.28 each, which installments include both principal and interest at the rate of 10% per annum, the first of said installments falling due on ,1982, and the others on the same day of each successive month thereafter.

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, we, Birmingham Trust National Bank, Trustee under the Will of John Kirkman, deceased, as to an undivided 20% interest; Will Polk Kirkman, as to an * *have this day bargained and sold, and do hereby transfer and convey unto the said* J. D. Eatherly *the Grantees herein, their (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Land in Davidson County, Tennessee, being Lots Nos. 363 and 364 on the McNairy Plan of West Nashville Lots, as of record in Plan Book 1, page 15, of the Chancery Court at Nashville, Tennessee.

Said Lots Nos. 363 and 364 front together 150 feet on the westerly side of 12th Avenue South and runs back between parallel lines, with the southerly side of Pine Street, 150 feet to the easterly line of Lot No. 368 on said Plan.

Being the same property conveyed to Norman Kirkman by deeds from W. T. Berry, Trustee, of record in Book 658, page 688, Register's Office for Davidson County, Tennessee, and W. A. Buntin et ux of record in Book 670, page 528, said Register's Office, the said Norman Kirkman having since died, devising said property to Nellie Mayes Kirkman for life and at her death to the children of their marriage, by will of record in Will Book 43, page 262, Office of the County Court Clerk for Davidson County, Tennessee. The said Nellie Mayes Kirkman having since died, survived by four children, John Kirkman, Will Polk Kirkman, Mrs. Paul Wishart and Mary Porter Kirkman. Another child, Sam Mayes Kirkman, predeceased Nellie Mayes Kirkman and was survived by one child, Will Roberts Kirkman. The said John Kirkman having since died, devising his interest to Birmingham Trust National Bank, Trustee by will of record in Will Book 92, page 443, Office of the County Court Clerk for Davidson County, Tennessee. The said Mary Porter Kirkman having since died intestate, her interest passing to her two surviving brothers and sisters, Mrs. Paul Wishart and Will Polk Kirkman, and Mrs. John Montgomery, child of deceased brother John Kirkman and Will Roberts Kirkman, child of deceased brother Sam Mayes Kirkman.

* undivided 25% interest; Mrs. John Montgomery, as to an undivided 5% interest; Will Roberts Kirkman, as to an undivided 25% interest; and Mrs. Paul Wishart, as to an undivided 25% interest;

The within deed is executed by Birmingham Trust National Bank solely in its capacity as Trustee under the Will of John Kirkman, deceased and under the powers and the authority therein contained, to which reference is made for a description of said powers and authority. It is understood that Birmingham Trust National Bank, in its individual or corporate capacity, is not a party hereto and shall not be liable hereunder on any account whatsoever.

Grantors make no warranties expressed or implied as to the title or condition of property described herein and Grantee hereby agrees to purchase said property "as is".

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 80,000.00

Subscribed and sworn to before me, this the 27th day of October 1992

Affiant

My commission expires: _____ (Affix Seal)

Notary Public

MITCHELL [illegible] COUNTY, TENN. [illegible] PUBLIC

unimproved ( )
This is improved (X) property, known as 401 12th Avenue South, Nashville, Tennessee
(House Number) (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.

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 installments 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 Joseph B. Pitt, Jr., *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:*

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 $ 79,000.00, *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 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

BOOK 5957 PAGE 205

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. But 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 27th day of September, 19 82.

J. D. Eatherly

Will Polk Kirkman

Mrs. John Montgomery

Will Roberts Kirkman

Mrs. Paul Wishart

Birmingham Trust National Bank, Trustee under Will of John Kirkman, deceased

By: [signature]

Its Vice President

Attested by: [signature]

Its Senior Trust Officer

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Clara McDonald, a Notary Public in and for said County and State, J. D. Eatherly

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 28 day of October, 19 82.

Clara McDonald
Notary Public

My Commission Expires APRIL 17, 1983
Commission expires

OFFICIAL RECEIPT

STATE OF ALABAMA

COUNTY OF JEFFERSON

BOOK 5957 PAGE 206

Personally appeared before me, ... *a Notary Public in and for said County and State,* Mrs. John Montgomery .....

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 .....
this 13th *day of* October, *19* 82.

Wanda D. Stuford *Notary Public*

Commission expires .....

STATE OF ALABAMA
COUNTY OF JEFFERSON

Before me, Carolyn W. Ivie, *a Notary Public of the State and County aforesaid, personally appeared* Douglas C. Bell *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* Vice-President and Trust Officer *of the* Birmingham Trust National Bank, Trustee, *the within named bargainor, a corporation, and that* he *as such* Vice-President and Trust Officer, *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* him *self as* Vice-President and Trust Officer.

Witness my hand and seal, at office in Birmingham, Alabama
this 20th *day of* September, *19* 82

Carolyn W. Ivie *Notary Public*

Commission expires My Commission Expires October 6, 1984

H 1 4 8 8 9

INSTALLMENT DEED

FROM

Birmingham Trust National Bank, Trustee,
Will Polk Kirkman, Mrs. John Montgomery,
Will Roberts Kirkman and Mrs. Paul Wishart

TO

J. D. Eatherly

IDENTIF. REFERENCE

OCT 29 2 51 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

RECORDED

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

STATE of CALIFORNIA
COUNTY of Santa Clara

BOOK 5957 PAGE 207

Personally appeared before me, the undersigned, a Notary Public in and for said County, and State, the within named Will Roberts Kirkman, 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 Santa Clara, California, this 20 day of September, 1982.

SHIRLEY FEINBERG
NOTARY PUBLIC - CALIFORNIA
SANTA CLARA COUNTY
My commission expires Dec. 15, 1983

Shirley Feinberg
Notary Public

My commission expires: 12-15-83.

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 Will Polk Kirkman, 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 6 day of October, 1982.

Helen Whitfield
Notary Public

My commission expires: 1-22-84

STATE of FLORIDA
COUNTY of St Johns

Personally appeared before me, the undersigned, a Notary Public in and for said County, and State, the within named Mrs. Paul Wishart, 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 Ponte Vedra Beach, Florida, this 13 day of October, 1982.

Notary Public

My commission expires:

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

RECEIVED OF _____ BOOK 5957 PAGE 208

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
			88000.00- CO	
			78000.00- MO	
			228.00 CO TX	
			76.00 MO TX	
			.50 PRFEE	
			15.00 WDEED	
			CHECK	320.30-
6905A	10/29/82		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 1 4 8 8 9

IDENTIF. REFERENCE

OCT 29 2 53 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 907476