OFFICIAL RECEIPT

Prepared by:
Gail Pigg, Attorney
One Commerce Place
Nashville, TN 37239 mail

Installment Deed

BOOK 5962 PAGE 27

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Peter Knestrick	same	72-6
(NAME):	(NAME):	#352,357, 358,359 & 353
Suite 107-2120 Crestmoore		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nash-Tenn-37215		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of One Hundred Twelve Thousand Nine Hundred Thirteen and 61/100 ($112,913.61)---------- *Dollars,*

of which None ..... *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder One Hundred Twelve Thousand Nine Hundred Thirteen and 61/100 ($112,913.61)---------- *Dollars,*

PETER KNESTRICK and wife, Janice H. Knestrick *have* executed a promissory note of even date herewith, payable to Darrel Collis, in the amount of $112,913.61, bearing interest at Twelve (12%) percent per annum, and payable in monthly installments of $1,243.28, with the first payment due December 1, 1982, and thereafter the sum of $1,243.28 on the 1st day of each succeeding month; provided, however, the entire remaining principal and all accrued interest shall be paid in full on or before November 1, 2002. This Trust Agreement also covers any extensions granted to the aforesaid note, as well as renewals thereof. The aforesaid note may not be assumed, nor may the property conveyed herewith be sold, transferred or conveyed, without the written consent of holder.

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,

DARREL COLLIS and wife, CAROLYN COLLIS

have this day bargained and sold, and do hereby transfer and convey unto the said

PETER KNESTRICK

his *(successors), heirs and assigns,*

certain real estate in Davidson County, Tennessee, as follows:

TRACT I:
Land in Davidson County, Tennessee, being Lot No. 7, part of Lot No. 13 and all of Lots Nos. 14 and 15 on the Plan of Keller's Subdivision of Maxey Home Place, as of record in Book 421, page 86, Register's Office for said County.

Said Lot No. 7 fronts 123 feet on the northerly side of Keller Avenue, and runs back 187.3 feet on the easterly line and 188 feet on the westerly line to the southerly line of Lot NO. 1 measuring 106.3 feet thereo .

Said part of Lot No. 13 and all of Lots Nos. 14 and 15 are described together as follows:

Beginning on the southerly margin of Keller Avenue, at the corner of lots Nos. 15 and 16; thence with the southerly margin of Keller Avenue, westwardly 327.4 feet to the easterly margin of an alley; thence with said alley, southwardly 204.8 feet to the northwest corner of the property conveyed to Alma Holmes and husband by deed from L. T. Stevens and wife, of record in Book 1416, page 310, said Register's Office, thence with Holmes' northerly line, eastwardly 50 feet, more or less, to Holmes' northeast corner; thence with Holmes' easterly line southwardly 50 feet to the northwest corner of Lot No. 20; thence with the line between lots

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 112,913.61

Affiant

Subscribed and sworn to before me, this the 1st day of November, 19 82

Notary Public

My commission expires: 7-7-83

(Affix Seal)

Nos. 13, 14, 15 and Lots Nos. 20, 21 and 22 eastwardly 300 feet to the line between lots Nos. 15 and 16; thence with the line between said two lots northwardly 254 feet to the beginning. BOOK 5962 PAGE 28

Being the same property conveyed to Darrel Collis and wife, Carolyn Jean Collis, by deed of record in Book 4442, page 376, Register's Office for Davidson County, Tennessee, the said Darrel Collis and Carolyn Jean Colis being subsequently divorced by Final Decree of Divorce of record in Book 5080, page 30, said Register's Office, and the said Carolyn Jean Collis having quitclaimed her interest to Darrel Collis by instrument of record in Book 5080, page 34, said Register's Office.

TRACT II:
Land in Davidson County, Tennessee, being the southerly 150 feet of the westerly 50 feet of Lot No. 8 on the Map of Keller's Subdivision of the Maxey Home Place, as of record in Book 421, page 86, Register's Office for said County.

Said part of said lot fronts 50 feet on the northerly side of Keller Avenue and runs back between parallel lines 150 feet to a dead line.

Being the same property conveyed to Darrel Collis by deed from James A. Allen and wife, of record in Book 5056, page 356, said Register's Office.

Seller will release property from the lien of this installment deed upon payment as follows:

(1)	1202 and 1204 Keller Avenue	$24,000.00	(being part of Lot 13)
(2)	1203 and 1205 Keller Avenue	$26,000.00	(being Lot 7)
(3)	1206 Keller Avenue	$15,000.00	(Being Lot 14)
(4)	1207 Keller Avenue	$14,000.00	(Being part of Lot 8)
(5)	1208 and 1210 Keller Avenue	$34,179.33	(Being Lot 15)

unimproved ( )
This is improved (X) property, known as 1202-1203-1204-1205-1206-1207-1208-1210, Keller Avenue, Nashville, TN (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 PETER KNESTRICK his *(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; plan of record in Bk.421,p.86;easement in Bk.4218,p.507.

Grantees herein assume and agree to pay the real property taxes for the year 1982 on or before February 1, 1983, and to furnish a paid receipt for all taxes on that same day in each successive year.

we *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* PETER KNESTRICK his *(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 PETER KNESTRICK and wife, JANICE H. KNESTRICK *hereinafter referred to as trustors, hereby transfer and convey unto* Gail Pigg, *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 $185,000 *, 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 due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any 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

[redacted] OFFICIAL RECEIPT

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. 12

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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 1st *day of* November, *19* 82

Darrel Collis

Darrel Collis

Carolyn Collis

Carolyn Collis

Peter Knestrick

Peter Knestrick

x Janice N. Knestrick

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Darrell Collis & Carolyn Collis, *a Notary Public in and for said County and State,*

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

Witness my hand and official seal at Nashville *Tennessee, this* 2 *day of* Nov. 1982

NOTARY PUBLIC

Faye Hutchison *Notary Public*

Commission expires 4-21-85

STATE OF TENNESSEE
COUNTY OF DAVIDSON

BOOK 5962 PAGE 30

Personally appeared before me, THE UNDERSIGNED, *a Notary Public in and for said County and State,* PETER KNESTRICK and wife, JANICE H. KNESTRICK, *the within named 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* 1st *day of* November, *19* 82

Notary Public

Commission expires 4-17-83

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 .....

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

RUSH

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN
NOV 9 2 28 PM '82

IDENTIF. REFERENCE

H 16509

MAIL BOX

Personally appeared before me, THE UNDERSIGNED, a Notary Public in and for said County and State, DARREL COLLIS and wife, CAROLYN COLLIS, the within named 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 2 day of Nov, 1982.

Notary Public

MY COMMISSION EXPIRES: 4-17-85

INSTALLMENT DEED

FROM
Darrel Collis et ux

TO
Peter Knestrick

Chicago Title Insurance Company
First American Center — Phone 255-3637
NASHVILLE, TENNESSEE 37238

6911 11/09 415.84- CHECK

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

RECEIVED OF _____

FOR _____ BOOK 5962 PAGE 31

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
			112913.61-	CO
			112913.61-	MO
			253.54	CO TX
			110.90	MO TX
			.50	PRFEE
			12.00	WDEED
				CHECK 416.94-
			8911A11/09/82	BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 16509

IDENTIF. REFERENCE

Nov 9 2 28 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 909414