INSTALLMENT DEED

BOOK 6040 PAGE 755

Address New Owner as Follows:	Send Tax Bills to:	Map/Parcel
Mr. & Mrs. Michael A. Zibert 1121 Stonewall Drive Nashville, Tn. 37220	same	131-16-32

State of Tennessee]
County of Davidson] The actual consideration or value whichever is greater, for this transfer is $ 161,500.00.

Subscribed and sworn to before me, this the 19 day of April, 1983.

Michael A. Zibert
Affiant

My commission expires: 4-22-84

Sandra F. Easts
Notary Public

SEAL

FOR AND IN CONSIDERATION of the sum of One Hundred Sixty-One Thousand Five Hundred Dollars ($161,500.00) of which Thirty-Two Thousand Three Hundred Dollars ($32,300.00) has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder One Hundred Twenty-Nine Thousand Two Hundred Dollars ($129,200.00) Michael A. Zibert and wife Margaret Zibert have executed and delivered a promissory note evidencing such indebtedness, said note providing for payment of interest on the unpaid principal balance at the rate of twelve and one-half percent (12-1/2%) per annum, for payment of equal monthly installments of principal and interest in the amount of One Thousand Three Hundred Thirty-Six Dollars and Forty-Six Cents ($1,336.46) each beginning May 20, 1983, and continuing on the same date of each successive month for seventy-one consecutive months, and for payment of the unpaid principal and interest unless sooner paid on June 20, 1989, and providing for payment of costs of collection and attorney's fees, and to secure the payment of said indebtedness, principal, interest, costs and attorney fees, a lien is expressly retained on the land herein conveyed, First American Bank of Nashville, N.A., as Executor and Trustee under the will of Howell Purdue, has this day bargained and sold, and does hereby transfer and convey unto the said Michael A. Zibert and wife Margaret Zibert, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

> Land lying in the 7th, formerly 11th, Civil District of Davidson County, and being Lot No. 1 and the westerly part of Lot No. 10, of Block "A", on the Map of the First Addition to Gateway Acres, a part of the Overton Lea Estates, not of record, and described according to a survey made May 1, 1941 by Blanchard & Parrian, Engineers, as follows:

This instrument was prepared by
Martin & Cochran
Metropolitan Federal Building
Nashville, Tenn. 37219

Beginning at a point in the easterly margin of Sewanee Road and running thence northeasterly around a curve to Sugar Tree Road; thence with the southerly margin of Sugar Tree Road North 45° 20' east 73.6 feet; thence northeasterly 188.3 feet to the corner of said Lot No. 10 and continuing easterly with the southerly margin of Sugar Tree Road 117.9 feet; thence southeasterly 300 feet more or less to Lot No. 2 on the Map of said First Addition; thence South 87° 55' west with the line between said Lot No. 2 and Lots Nos. 1 and 10, 271 feet to Sewanee Road; thence northwesterly with the easterly margin of said Sewanee Road 150.4 feet to the beginning, containing 2.1 acres, more or less.

Being the same property conveyed to Howell Purdue and wife Elizabeth S. Purdue from Dick L. Lansden and wife Martha S. Lansden by deed of record in Book 5023, page 722, Register's Office for said County, the said Elizabeth S. Purdue having died on April 23, 1982, the said Howell Purdue having died on December 31,1982, and First American Bank of Nashville, N.A. having qualified and succeeded as executor and trustee to the interest of Howell Purdue under his will of record in Will Book 141, page 599, Probate Court Clerk's Office for said County.

This is improved property known as 1121 Stonewall Drive, Nashville, Tennessee.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging to the said Michael A. Zibart and wife Margaret Zibart, their heirs and assigns forever.

The foregoing property is subject to the lien for taxes for 1983, which taxes have been prorated and assumed by the grantees, and further subject to restrictive covenants and easements as set forth in instruments and deeds of record, particularly those in Book 1066, page 402 and Book 1207, page 203, Register's Office for Davidson County, Tennessee.

First American Bank of Nashville, N.A. executes this deed solely as Executor and/or Trustee under the will of Howell Purdue, deceased, for the purpose of conveying to the said Michael A. Zibart and wife Margaret Zibart any and all right, title and interest in and to the aforesaid real property which it has or may have as such executor and trustee, and which the said testator Howell Purdue had in his lifetime and at the time of his death. First American Bank of Nashville, N.A., as Executor and Trustee under the will of Howell Purdue, covenants with Michael A. Zibart and wife Margaret Zibart, their heirs and assigns that it is lawfully qualified as executor under said will, that as such executor and/or trustee it has power under said will to convey the aforesaid interests, and that it has not done or suffered any acts since it became such executor and/or trustee whereby the aforesaid real property is or may be incumbered. It makes the aforesaid covenant solely in its representative capacity as executor and/or trustee, and expressly disclaims, on its own behalf and on behalf of the estate or trust estates under said will, any other covenants, warranties, representations and liabilities.

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, or other default as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Michael A. Zibart and wife Margaret Zibart hereinafter referred to as Trustor, hereby transfer and convey unto Joseph Martin, 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:

Trustor shall keep all buildings now on, or to be hereafter erected on said property, insured under a fire and extended coverage policy in a reliable insurance company for 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 and holder of said indebtedness as his interest may appear.

Trustor shall pay all taxes and assessments thereon, general or special, and pay them when due and, upon demand of said Trustee or the lawful owner and holder of said indebtedness, pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which adversely affect the lien of this instrument or enforcement of the terms and provisions hereof and provide the Trustee upon request receipts or other evidence of compliance; not commit or permit any waste as to the property and the improvements thereon; and keep the improvements on said property in good repair and preservation. 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 Trustor upon demand of the Trustee or lawful owner and holder of said indebtedness. Upon failure of Trustor to perform any covenant herein contained, the Trustee, or the lawful owner and holder of said indebtedness, may make payments to obtain performance and the amounts so paid shall bear interest at the rate of twelve and one-half percent (12-1/2%) per annum from the date of payment and shall be and become a part of the indebtedness secured hereby and be due from Trustor upon demand.

Now, if Trustor shall fully perform all covenants, 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 Trustor defaults on any covenant or 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, Trustor fails 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 demand for 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 or demand, which are expressly waived, and the said Trustee, or his successor in trust, is hereby authorized and empowered, upon giving at least twenty days' notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the south 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. 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 and Trustor will become from that moment a tenant at will of the purchaser. 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. To the payment of the residue, if any, to Trustor or his order.

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 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.

No trustee hereunder shall be required to give bond or to file any account or settlement as to his trusteeship.

If all or any part of the property is subject to eminent domain proceedings, the award or proceeds shall, unless released to Trustor by the lawful owner and holder of said indebtedness, be payable to said owner and holder for application against said indebtedness.

The word "trustor" and the singular masculine pronoun shall include, and apply jointly and severally to, every person who has joined in conveying the above described property to the Trustee herein named. The rights and obligations of Trustor shall inure to and be binding upon his heirs, successors and assigns.

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 officer, on this the 19 day of April, 1983.

Michael A. Zibart
Michael A. Zibart

Margaret B. Zibart
Margaret Zibart

FIRST AMERICAN BANK OF NASHVILLE, N.A.

By Richard L. Smith
Vice President

As Executor and Trustee under the Will of Howell Purdue

The correct spelling of the surname of the individuals is "Zibart"

RUSH

H 4 2 7 2 3

IDENTIF. REFERENCE

APR 20 8 30 AM '83

FELIX Z. WILSON II REGISTER DAVIDSON COUNTY, TN

04/20 565.50 CHECK

1325

STATE OF TENNESSEE]
COUNTY OF DAVIDSON]

Personally appeared before me, SANDRA F. EASTES, a Notary Public in and for said County and State, Michael A. Zibart and wife Margaret Zibart, 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 19th day of April, 1983.

Sandra F. Eastes
Notary Public

Commission expires 4-22-84

STATE OF TENNESSEE]
COUNTY OF DAVIDSON]

Before me, SANDRA F. EASTES a Notary Public of the State and County aforesaid, personally appeared Richard L. Smith, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be a vice-president of First American Bank of Nashville, N.A., Executor and Trustee under the will of Howell Purdue, the within named bargainor, a corporation, and that he as such vice-president, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as vice-president.

Witness my hand and seal, at office in Nashville, Tennessee, this 19th day of April, 1983.

Sandra F. Eastes
Notary Public

Commission expires 4-22-84.

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____ BOOK 6040 PAGE 761

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
			161500.00-	CO
			125200.00-	MO
			415.50	CO TX
			127.60	MO TX
			.50	PRFEE
			16.00	WDEED
			CHECK	565.60-
			1325A04/20/83 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 4 2 7 2 3

IDENTIF. REFERENCE

APR 20 8 30 AM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 943017