PREPARED BY: Glenn E. Sager, Attorney, 923 Main Street, Nashville, Tenn. 37206

INSTALLMENT DEED

BOOK 6129 PAGE 739

For and in Consideration of the sum of ---Thirty Five Thousand and 00/00 ($35,000.00)---

---Dollars,

of which ----One Thousand and 00/00 ($1,000.00)----------Dollars,

has been paid in cash by Stephen Haines and wife Karon Haines

the receipt of which is hereby acknowledged, and for the remainder -----Thirty Four Thousand and 00/00 ($34,000.00)---------- Dollars,

the said Stephen Haines and wife Karon Haines have

executed a certain installment deed note, of even date, in the principal amount of Thirty Four Thousand and 00/00 ($34,000.00) Dollars payable to Reynold Bubis, bearing interest in the amount of twelve (12) per cent per annum and payable in 360 monthly installments of Three Hundred Forty Nine and 73/00 ($349.73) with the first payment due September 22, 1983.

all of said notes bearing 12 per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, REYNOLD BUBIS

have this day bargained and sold, and do hereby transfer and convey unto the said STEPHEN HAINES and wife KARON HAINES heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lot #1, parcel 217, on the Plan of the Resubdivision of Lots 1124, 1122 and a portion of 1120 on the Plan of Block 170 in Plat No. 1 West Nashville, according to a survey made by Consolidated Surveying Co., dated June 9, 1983.

Lot #1 fronts 57 feet on the south side of Kentucky Avenue and runs back between parallel lines, each measuring 150 feet, to an alley on which the line measures 57 feet.

Being the same property conveyed to Reynold Bubis by deed from Minnie C. Bubis, widow of K. M. Bubis, deceased, of record in Book 6059, page 720, Register's Office for Davidson County, Tennessee

This is unimproved ( ) improved (X) property, known as 5211 Kentucky Avenue, Nashville, Tennessee
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

22406 135.50 CHECK

4929

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Stephen Haines and wife Karon Haines heirs and assigns forever. I covenant that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

I further covenant and bind myself and my heirs and representatives, to warrant and forever defend the title to said Stephen Haines and wife Karon Haines 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 Stephen Haines and wife Karon Haines

do hereby transfer and convey unto Glenn E. Sager, 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 Stephen Haines and wife Karon Haines 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 $ 34,000.00 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 interst 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 Stephen Haines and wife Karon Haines 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; If 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 trust 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 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 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 Stephen Haines and wife Karon Haines 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 Glenn E. Sager, Trustee, shall be vested in said successor.

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 Reynold Bubis and Stephen Haines and wife Karon Haines hereunto set our hands at Nashville, Tennessee, this the 1st day of September 1983

Reynold Bubis

Stephen Haines

Karon Haines

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Thelma M. Sager, a Notary Public in and for said County and State, the within named Reynold Bubis and Stephen Haines and wife Karon Haines

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 1st day of September, 1983

Thelma M. Sager, Notary Public.

Commission Expires January 19, 1986

THELMA M. SAGER NOTARY PUBLIC DAVIDSON COUNTY

STATE OF _____
_____ County.

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the 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 _____ this _____ day of _____, 19____

_____, Notary Public.

Commission Expires _____

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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Before me, ..., a Notary Public of the State and County aforesaid, personally appeared .....,

with whom I 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 .....

(over for additional acknowledgements)

H 7.1-507

IDENTIF. REFERENCE

SEP 6 9 25 AM '83

FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TN

INSTALLMENT DEED

FROM
REYNOLD BUBIS

TO
STEPHEN HAINES and wife
KARON HAINES

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

MAIL TO OWNER →

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
STEPHEN HAINES ET UX (NAME)	OWNER (NAME)	Map 91-7
5211 Kentucky Avenue (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par 217
Nashville, Tenn. (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

Glenn E. Sager, Attorney
923 Main Street
Nashville, Tenn. 37206

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 35,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 10th DAY OF Sept. 1983

Notary Public

MY ~~COMMISSION EXPIRES~~: May 8 85

(AFFIX SEAL)

OFFICIAL RECEIPT

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

RECEIVED OF

FOR

BOOK 6129 PAGE 743

CO -CONVEYANCE
MO -MORTGAGE
WD -WARRANTY DEED
TD -TRUST DEED

CC -CERTIFIED COPY
REL -RELEASE
UCC -UNIFORM COMMERCIAL CODE

MISC -MISCELLANEOUS
CO TX -STATE TAX CONVEY
MO TX -STATE TAX MORT
PRFEE -PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			35000.00- CO	
			34000.00- MO	
			91.00 CO TX	
			32.00 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK	135.50-
			4929A09/06/83 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 7, I-5 0 7

T
IDENTIF. REFERENCE

SEP 6 9 25 AM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 976295