Installment Deed

BOOK 6163 PAGE 815

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Kitchen & Bath Concepts, Inc.	same	92-13-87
(NAME): 3307 Charlotte Ave.	(NAME):	
(STREET ADDRESS OR ROUTE NUMBER): Nashville, Tenn	(STREET ADDRESS):	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION of the sum of One Hundred Twenty Thousand and no/100 ($120,000.00) *Dollars, of which* Twenty Three Thousand and no/100 ($23,000.00) *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Ninety Seven Thousand and no/100 ($97,000.00) *Dollars,*

Kitchen and Bath Concepts, Inc. has executed its promissory note of even date herewith for $97,000.00 payable to the order of JRM Company in 60 monthly installments, of which 59 are in the amount of $1,021.63 which includes both principal and interest at the rate of 12% per annum, and one the final installment in the amount of $92,876.26 which represents the unpaid principal balance, plus interest at the rate of 12% per annum, the first installment falling due one month from the date hereof and the others on the same date 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, James N. Stansell, Russell A. Stansell and Marvin W. Stansell d/b/a JRM Company *have this day bargained and sold, and do hereby transfer and convey unto the said* Kitchen and Bath Concepts, Inc. a Tennessee Corporation its *the Grantees herein, their (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Being lot No. 2 on the Map of Stansell Subdivision, as of record in book 5800, page 287 , Register's Office for said County.
Said lot No. 2 fronts 86.79 feet on the southerly side of Charlotte Avenue and extends back between parallel lines 170 feet to a dead line.

Being part of the property conveyed to James N. Stansell, Russell A. Stansell and Marvin W. Stansell d/b/a JRM Company, by deed from Charles Dungey of record in book 4994, page 52, said Register's Office.

This conveyance is made subject to an overhang easement for bill board along the easterly line and owner's certificate as shown on the Map of record in book 5800 , Page 287 , said Register's Office.

The grantors reserve a 20 foot easement along the rear line of said lot, for the purpose of ingress and egress.

This instrument was prepared by James R. Wyatt, 100 39th. Ave. No. Nashville

This conveyance is made subject to A. C. (Air -Condition) unit encroachment along westerly line as shown on survey made by Michael V. Holmes and Associates, Inc. , August 22, 1983.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $ 120,000.00

Subscribed and sworn to before me, this the 24 day of October 19 83

Affiant

My commission expires: July 18, 1987 (Affix Seal)

Notary Public

CHECK

This is improved (X) unimproved ( ) property, known as 3307 Charlotte Avenue (House Number) Nashville, (Street) Tennessee (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 installaments 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 J. R. Wyatt *, 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 $ 97,000.00 *, 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.*

OFFICIAL RECEIPT

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 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.

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. BOOK 6163 PAGE 816

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 Registers Office for Davidson County, Tennessee, and the title herein conveyed to the above named 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.

Witness our hands this 21 *day of* October, *19* 83, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Kitchen & Bath Concepts Inc.
by Anthony Herrera
Anthony V Herrera, President

JRM COMPANY
By James N. Stansell
by Russell A. Stansell
by Marvin W. Stansell

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, HELEN D. MAYE, *a Notary Public in and for said County and State,* James N. Stansell, Russell A. Stansell and Marvin W. Stansell d/b/a JRM COMPANY

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 21 *day of* October, *19* 83

Helen D. Maye *Notary Public*

Commission expires 7-21-85

HELEN D. MAYE NOTARY PUBLIC DAVIDSON CO. TN

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, J. R. Wyatt, *a Notary Public of the State and County aforesaid, personally appeared* Anthony Herrera *with whom I am personally acquainted, and who, upon oath, acknowledged* himself *to be* President *of the* Kitchen & Bath Concepts, Inc. *the within named bargainor, a corporation, and that* he *as such* President *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* President

Witness my hand and seal, at office in Nashville, Tenn.
this 21 *day of* October, *19* 83

J. R. Wyatt *Notary Public*

Commission expires July 18, 1987

J R WYATT NOTARY PUBLIC

INSTALLMENT DEED
116244-7
FROM
JRM COMPANY
TO
IDENTIF. REFERENCE
OCT 26 1 36 PM '83
Kitchen & Bath Concepts, Inc.
REGISTER
DAVIDSON COUNTY, TN

RUSH

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

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

RECEIVED OF _____

FOR _____

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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
			120000.00-	CAMT.
			97000.00-	MAMT.
			312.00	CSTAX
	VD		312.00-	CSTAX
			312.00	CSTAX
			95.00	MSTAX
			.50	PRFEE
			6.00	WDEED
			CHECK	413.50-
	7940A	10/26/83	BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 8 2 4 4 7.

IDENTIF. REFERENCE

OCT 26 1 36 PM '83

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN

No. 988914