This Instrument Prepared By:
J. Dennis Sanders
919 W. Main Street, Suite M-4
Hendersonville, Tn. 37075

FORM 1003

INSTALLMENT DEED

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Pete Knestrick	Same	Map 105-10
(NAME:) Hampton Avenue	(NAME:)	Par. 53
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tn.	(STREET ADDRESS)	16W 15130
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

501

FOR AND IN CONSIDERATION OF the sum of Thirty Two Thousand Five Hundred and No/100 ($32,500.00) ---------- DOLLARS of which $ 2,500.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees has executed an Installment Deed promissory note in the principal sum of Thirty Thousand ($30,000.00) Dollars, payable in monthly installments of Three Hundred ($300.00) Dollars per month, the first payment being due and payable on September 1, 1984, and thereafter, the same sum on the first day of each succeeding month, including both principal and interest. Said note shall bear interest at the rate of 12% per annum commencing as of August 1, 1984, and provides for late charge of 5% on any monthly payments due and not paid on or before fifteen (15) days after due date. The entire balance of the principal and interest on said note shall be due and payable within seven (7) years from August 1, 1984. Said note also provides for the payment of attorney's fees and costs in the event of default.

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and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

JOHN B. COFFEY and wife, KATHRYN S. COFFEY

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

PETE KNESTRICK

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 4 and the westerly 3 feet of Lot No. 5 on the Plan of W. H. & B. E. Matthews' Subdivision of Lots Nos. 6, 7, 8, and 9 of the Waverly Land Company's plan of Lots, as of record in Book 161, page 48, Register's Office for said County.

Said Lot No. 4 and the part of Lot No. 5 front together 53 feet on the northerly side of Argyle Avenue and run back between parallel lines 160 feet to an alley.

Being the same property conveyed to John B. Coffey and wife, Kathryn S. Coffey, by deed from L. & C. Brokerage Co., Inc., as of record in Book 4378, Page 503, Register's Office for Davidson County, Tn.

This subject property has been used as a commercial office space for approximately 23 years and should, therefore, be classified under the "Grandfather Clause", in grantors' opinion, but the zoning classification or permitted uses is not being warranted, or certified or guaranteed by grantors.

This is ( ) unimproved (X) improved property, known as 762 (House Number) Argyle Ave. (Street) Nashville, Tn. (P. O. Address: City or Town) 37203 (Postal Zone)

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their 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 the said real estate to said grantees, their 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 grantors herein do hereby transfer and convey unto J. DENNIS SANDERS, 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 grantees 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 $32,500.00 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 interest 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 grantees, 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; 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 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 advise 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 the grantees herein, their heirs, 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 the said 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.

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 grantors and grantees, have hereunto set our hands this the 28th day of Sept. 1984.

JOHN B. COFFEY John B. Coffey

KATHRYN S. COFFEY Kathryn S. Coffey

PETE KNESTRICK

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 32,500

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 22nd DAY OF Oct. 1984.

Deputy Register

STATE OF TENNESSEE
COUNTY OF ~~DAVIDSON~~ Sumner

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named John B. Coffey, Kathryn S. Coffey and Pete Knestrick the bargainor S, with whom I am personnily acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Hendersonville, TN. this 28th day of Sept. 1984.

Commission Expires 8-20-87

Notary Public.

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

STATE OF
County

Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____, with whom I am personally acquainted and who upon { his oath / their several oaths } acknowledged { himself / themselves } to be the _____ and _____ respectively of the _____, the within named bargainor, a corporation, and that { he / they } as such _____ and _____ being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said _____ as such _____ and attesting the same by the said _____ as such _____.

WITNESS my hand and official seal at office at _____ on this the _____ day of _____, 19____.

My commission expires _____

Notary Public

INSTALLMENT DEED

FROM

TO

MADISON TITLE COMPANY
Titles Guaranteed
Madison, Tenn.

RUSH

IDENTIF. REFERENCE

Oct 22 2 49 PM '84

FELIX A. MCCLARIN REGISTER
DAVIDSON COUNTY, TN

1581311

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____ BOOK 6408 PAGE 505

CO -CONVEYANCE	CC -CERTIFIED COPY	MISC -MISCELLANEOUS
MO -MORTGAGE	REL -RELEASE	COTX -STATE TAX CONVEY
WD -WARRANTY DEED	UCC -UNIFORM COMMERCIAL CODE	MOTX -STATE TAX MORT
TD -TRUST DEED		PRFEE -PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

32500.00- CAMT.
30000.00- MAMT.
84.50 CSTAX
28.00 MSTAX
.50 PRFEE
6.00 WDEED
CHECK 119.00-
0662A 10/22/84 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I 5 8 I 3 I

IDENTIFICATION REFERENCE

Oct 22 2 40 PM '84

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 0078907