INSTALLMENT DEED

BK 5524 PG 617

For and in Consideration of the sum of Thirty Two Thousands and No/100 ----------($32,000.00) ---------- Dollars, of which Four Thousand and No/100 ($4,000.00) ---------- Dollars, has been paid in cash by Ralph N. Sanford, Jr. and wife Rebecca J. Sanford the receipt of which is hereby acknowledged, and for the remainder Twenty Eight Thousand and No/100 (28,000.00) ---------- Dollars, the said Ralph N. Sanford, Jr. and wife Rebecca J. Sanford have executed an installment deed note in the principal amount of $28,000.00 payable to the order of Edward C. Kennedy. Said note is payable in monthly installments of $367.76 per month, including interest at the rate of 12% per annum on the unpaid principal balance, with the first installment due and payable May 1, 1985 and thereafter on the same day of each succeding month a like amount is due and payable until the entire amount both principal and interest have been paid in full.

and to secure the payment of the debt hereinabove set out together with all charges and claims made and provided in the said instrument or note evidencing the debt, reference to which is here made, a lien is expressly retained on the land herein conveyed,

Edward C. Kennedy

have this day bargained and sold, and do hereby transfer and convey unto the said Ralph N. [illegible] Sanford, Jr. and wife Rebecca J. Sanford their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being the easterly 50 feet of Lot No. 20 on the Plan of Sadler Place, as of record in Book 332 page 31, Register's Office for said County.

Said part of said Lot No. 20 fronts 50 feet on the northerly side of Glenrose Avenue, or Mill Creek Road, and runs back 69 feet on the easterly line with the westerly margin of an alley, and 73 feet, more or less, on the westerly line, to the southerly line of Lot No. 19, measuring 50 feet thereon.

Being the same property conveyed to Edward C. Kennedy, by deed from Joe Armstrong and wife, Mary N. Armstrong, of record in Book 5937 page 59, Register's Office for Davidson County, Tennessee.

Helen J. Kennedy, joins in the execution of this instrument for the purpose of conveying any and all interest she may have in said property, but no further or otherwise.

This is unimproved ( ) improved ( ) property, known as _____ (House Number) (Street) P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Ralph N. Sanford, Jr. and wife Rebecca J. Sanford 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. except 1985 taxes, which have been prorated and shall be paid by buyers. I further covenant and bind myself, mine heirs and representatives, to warrant and forever defend the title to said real estate to said Ralph N. Sanford Jr. and wife Rebecca J. Sanford 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 Ralph N. Sanford, Jr. and wife Rebecca J. Sanford do hereby transfer and convey unto Dewey Pedigo, Jr., 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 Ralph N. Sanford, Jr. and wife Rebecca J. Sanford 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 the insurable value 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 Ralph N. Sanford, Jr. and wife Rebecca J. Sanford 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, the statutory right of redemption, homestead, dower, statutory or elective rights, 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 Ralph N. Sanford, Jr. and wife Rebecca J. Sanford 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 Dewey Pedigo, Jr., 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 Edward C. Kennedy and wife Helen J. Kennedy and Ralph N. Sanford, Jr. and wife Rebecca J. Sanford hereunto set our hands at Nashville, Tennessee, this the 26th day of March 1985

X Helen J. Kennedy
Edward C. Kennedy
X Ralph N. Sanford Jr.
+ Rebecca J. Sanford

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Marjorie E. Williams, a Notary Public in and for said County and State, the within named Helen J. Kennedy

the bargainors, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purpose therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 26th day of March, 1985

Marjorie E. Williams, Notary Public

Commission Expires 1-19-86

Form No. WD3b

STATE OF TENNESSEE
Davidson County.

Personally appeared before me, Dewey W. Pedigo, a Notary Public in and for said County and State, the within named Edward C. Kennedy, Ralph N. Sanford, Jr. and wife Rebecca J. Sanford

the bargainor, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 2nd day of April, 1985.

Dewey W. Pedigo, Notary Public at Large

Commission Expires 10-19-86

BOOK 6524 PAGE 620

STATE OF TENNESSEE
COUNTY OF _____

Before me, _____, a Notary Public in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a partner of _____, the within named bargainor, a partnership and that he as such partner, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by himself as a partner.

Witness my hand and official seal at Nashville, Tennessee, this _____ day of _____, 19____

_____, Notary Public.

Commission Expires _____

I 9 3 5 9 2

T IDENTIF. REFERENCE

APR 2 11 31 AM '85

FELIX ... SON II REGISTER
DAVIDSON COUNTY, TN

INSTALLMENT DEED

FROM
Edward C. Kennedy

TO
Ralph N. Sanford, Jr. et ux

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Ralph N. Sanford, Jr.	Same	Map 119-1
(NAME) Rt.#1 Gilley Road	(NAME)	Parcel 8
(STREET ADDRESS OR ROUTE NUMBER) Mt. Juliet, Tn. 37122	(STREET ADDRESS)	6DA-15771
(CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

Dewey W. Pedigo, Attorney
3204 Fren Lane
Nashville, Tennessee 37214

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 32,000.00 Dewey W Pedigo
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 2nd DAY OF April, 19 85

Notary Public

MY ~~COMMISSION EXPIRES~~: Aug. 4

(AFFIX SEAL)

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____ BOOK 6524 PAGE 621

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

32000.00- CAMT.
28000.00- MAMT.
83.20 CSTAX
26.00 MSTAX
.50 PRFEE
12.00 WDEED
CHECK 121.70-

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

GEORGIA GATEWAY TAX .00

I 9 3 5 9 2

IDENTIF. REFERENCE

APR 2 11 31 AM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 121321