INSTALLMENT DEED

For and in Consideration of the sum of Eleven Thousand and 00/100 ($11,000.00) ---------- Dollars, of which Four Thousand and 00/100 ($4,000.00) ---------- Dollars, has been paid in cash by Joseph H. Rutherford and Melinda Rutherford Fleming, the receipt of which is hereby acknowledged, and for the remainder Seven Thousand and 00/100 ($7,000.00) ---------- Dollars, the said Joseph H. Rutherford and Melinda Rutherford Flemming have executed an Installment Deed Note of even date payable to the order of Joyce Stone Kaeser in the principal amount of Seven Thousand and 00/100 ($7,000.00) Dollars, in 60 monthly installments as follows:

On the 3rd day of July 1985, the sum of One Hundred Fifty Five and 72/100 ($155.72) Dollars and thereafter a like sum on the 3rd day of each succeeding month and the remaining balance of the unpaid principal plus interest on the 3rd day of June, 1990. Said payments to be applied first to payment of interest at the rate of 12% per annum on the unpaid principal and the balance to principal until the entire amount, both principal and interest, has 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, we, Joyce Stone Kaeser (formerly Joyce C. Stone) and husband, Forrest J. Kaeser,

have this day bargained and sold, and do hereby transfer and convey unto the said Joseph H. Rutherford and Melinda Rutherford Fleming as tenants in common, heirs and assigns, their

certain real estate in Davidson County, Tennessee, as follows:

Being lots Nos. 315 and 316 on the plat of the Highland Land Company's Subdivison, as of record in Book 421, Page 14, Register's Office for Davidson County, Tennessee. Said lots Nos. 315 and 316 adjoin and front 25 feet each on the westerly side of Pennock Avenue and run back between parallel lines 175 feet to an alley.

Being the same property conveyed to William R. Stone and wife Joyce C. Stone by deed from D. P. Wrenne, Trustee, of record in Book 3314, Page 233, in the Register's Office of Davidson County, Tennessee; the said William R. Stone and Joyce C. Stone subsequently divorced and Joyce C. Stone was vested with sole fee simple ownership of said property pursuant to the divorce decree entered on June 1, 1980, in the Circuit Court of Hickman County, Tennessee, and of record in Book 5619, Page 167, in said Register's Office. The said Joyce C. Stone subsequently remarried and is one and the same person as Joyce Stone Kaeser, the hereinabove named Grantor.

The undersigned, Forrest J. Kaeser, the husband of the said Joyce Stone Kaeser, joins in this conveyance for the purpose of consenting to the alienation and waiver of his homestead and marital rights in said property.

The Grantees assume and shall pay the 1985 property taxes which have been pro-rated and settled in cash between the parties.

Grantors herewith convey all improvements to the Grantees "as is" and make no warranties, expressed or implied.

This is unimproved ( ) improved (XXX) property, known as 1402 Pennock Avenue, Nashville, TN
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

3198

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Joseph H. Rutherford and Melinda Rutherford Fleming , 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 said real estate to said Joseph H. Rutherford and Melinda Rutherford Fleming , 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 Joseph H. Rutherford and Melinda Rutherford Fleming (The "Grantees")

do hereby transfer and convey unto Gary D. Copas, 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 Joseph H. Rutherford and Melinda Rutherford Fleming

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 Joseph H. Rutherford and Melinda Rutherford Fleming 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 the said Grantees, their 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 Gary D. Copas, 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 Joseph H. Rutherford and Melinda Rutherford Fleming and Joyce Stone Kaeser and husband Forrest J. Kaeser hereunto set our hands at Nashville, Tennessee, this the 3rd day of June 19 85

Joyce Stone Kaeser

Forrest J. Kaeser

Joseph H. Rutherford

Melinda Rutherford Fleming

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Joseph H. Rutherford and Melinda Rutherford Fleming and Joyce Stone Kaeser and husband Forrest J. Kaeser,

the bargainors, 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 purpose therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 3rd day of June, 19 85

Gary D. Copas, Notary Public.

Commission Expires 11-30-88

GARY D. COPAS NOTARY PUBLIC AT LARGE TENNESSEE

STATE OF TENNESSEE

County.

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 the of the , a corporation, and that he as such , executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as ,

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

, Notary Public.

Commission Expires

J 70718

IDENTIFICATION

JUN 28 4 04 PM '85

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TN

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 _____

INSTALLMENT DEED

FROM
JOYCE STONE KAESER, et vir,

TO
JOSEPH H. RUTHERFORD and
MELINDA RUTHERFORD FLEMING

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Joseph H. Rutherford (NAME)	SAME (NAME)	7-15
910 Shelby Avenue (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	144
Nashville, TN 37206 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY
Gary D. Copas
Attorney at Law
216 Third Avenue North
Nashville, TN 37201

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$11,000.00 Gary D. Copas
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 28 DAY OF June 1985.

L. Chandler, Dep Reg
Notary Public

~~MY COMMISSION EXPIRES~~: _____

(AFFIX SEAL)

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF_____

FOR_____

BOOK 6595 PAGE 76

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

11000.00- CAMT.
7000.00- MAMT.
28.60 CSTAX
5.00 MSTAX
.50 PRFEE
12.00 WDEED
CHECK 46.10-
3198A06/28/85 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

J 1707 8

T
IDENTIF. REFERENCE

JUN 28 4 04 PM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 149506