"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $42,063.30."

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD-4

FROM

JAMES L. ROBERTS ET UX

MARGARET ROBERTS

TO

JERRY MICHAEL ROBERTS ET UX

ANNA GRUPKE

For draftsman's use

This document prepared by
Gerald A. Burkett
Attorney at Law
211 UNION Street
Nashville, TN 37201
242-5020

Mail

BOOK 7631 PAGE 748

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Jerry Michael Roberts et ux (NAME)	Bailey Mortgage Co. (NAME)	Map 117-12
1403 Clifton Lane (STREET ADDRESS OR ROUTE NUMBER)	P. O. Box 22784 (STREET ADDRESS)	Parcel 41
Nashville, TN 37204 (CITY) (STATE) (P. O. ZIP)	Jackson, MS 39205 (CITY) (STATE) (ZIP)	16DA 06080

(FOR REGISTER'S USE)

605 17

IDENTIFICATION REFERENCE

AUG 19 2 40 PM '88

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 100,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 19th DAY OF August 1988

Notary Public

MY COMMISSION EXPIRES:

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of ONE HUNDRED THOUSAND ($100,000.00) and no/100 DOLLARS

of which $ none has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed their note of even date in the amount of $42,063.30, payable to James L. Roberts and wife, Margaret Roberts, at the rate of 10% per annum, to accumulate for a period of five years, at which time the principal and accumulated interest shall be due and payable to the payees. Grantees are herewith assuming a certain first mortgage, payable to Bailey Mortgage Company, #2155806, in the amount of $637 per month at 9½% with a balance due in the amount of $57,936.70. Grantees, beginning with the August, 1988 payment, shall make such payments directly to Bailey Mortgage Company, P. O. Box 22784, Jackson, MS 39205. Said mortgage is secured by Deed of Trust of record in Book 5393, page 863, R.O.D.C, Tennessee,

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,

James L. Roberts and wife Margaret Roberts

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

Jerry Michael Roberts and wife, Anna Grupke,

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

LAND in the 7th, formerly the 11th, Civil District of Davidson County, Tennessee, and being Lot No. 30 on the Map of Hawthorne Subdivision, of record in Book 1424, page 22, Register's Office for Davidson County, Tennessee

Said Lot #30 is described as follows: Beginning at a point on the southerly margin of Clifton Avenue at the common corner of Lots No. 30 and 31; thence with said Avenue westwardly 70 feet to the common corner of Lots Nos. 29 and 30; thence southwardly with the line of Lots 29 and 30, 169.5 feet; thence South 89 degrees 3' East 97.3 feet to the corner of Lots Nos. 30 and 31; thence with the line of Lots 30 and 31, northwardly 175.4 feet to the point of beginning.

Included in the above described property, but excluded herefrom, is the following described tract, to-wit:

Land in the 7th Civil District, formerly the 11th Civil District of Davidson County, Tennessee, and being part of Lot No. 30 on the Map of Hawthorne Subdivision, as of record in Book 1424, page 22, Register's Office for said County, described as follows: BEGINNING at a point on the southerly margin of Clifton Avenue at the common corner of Lots Nos. 30 and 31; thence with the line of Lots Nos. 30 and 31; southwardly 175.4 feet to an iron pin; thence north 89 degrees 03 min. west 8.7 feet to a point: thence from said point, following a straight line in a northerly direction, to the point of beginning.

REGISTER'S MEMO: Legibility of Writing, Typing or Printing Unsatisfactory in This Document

This is unimproved ( ) improved (X) property, known as 1403 Clifton Lane Nashville, TN 37215
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

BEING the same property conveyed to James L. Roberts et ux Margaret D. Roberts by deed from Lauren Holcomb Hardaway, unmarried, of record in Book 6560, page 326, R.O.D.C.

This conveyance is subject to a deed of trust of record in Book 5393, page 863, R.O.D.C.

Margaret Roberts and Margaret D. Roberts are one and the same person. This instrument is made subject to all applicable local government planning, building & zoning ordinances.

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 grantees herein do hereby transfer and convey unto Gerald A. Burkett ——— 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 $ full amount insurable 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, 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 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.

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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 19th day of August 19 88.

James L. Roberts

Margaret Roberts

Jerry Michael Roberts

Anna Grupke

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me Gerald A. Burkett, a Notary Public in and for said County and State, the within named James L. Roberts and wife, Margaret Roberts, and Jerry Michael Roberts et ux Anna Grupke, 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 purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 19th day of August, 19 88.

Gerald A. Burkett, Notary Public

Commission expires 1-9-91

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, _____, a Notary Public of 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 ____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 _____

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED.

9405 08/19 0101 CHECK 382.62

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 7631 PAGE E 750

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

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL

CAMT 100000.00
MAMT 42063.30
CON TX 330.00
MOR TX 46.12
PRFEE 0.50
PREP 6.00
TOTAL 382.62
CHECK 382.62

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

08/19/88 01 14:42 0001 9165

6051.7

IDENTIFICATION REFERENCE

AUG 19 2 40 PM '88

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TENN.

No. 125699