I N S T A L L M E N T D E E D

FROM LYNDAL ROBERTS

TO EDWIN G. KIRKLAND

This Instrument prepared by Gerald A. Burkett, Counselor at Law, Nashville, Tennessee

ADDRESS NEW OWNERS: SEND TAX BILLS TO:
Edwin G. Kirkland
1521 Lipscomb Drive
Brentwood, TN 37027 same

Map 105-10,Parcel 29
Field Book #16W 04340

(For Register's Use)

15935

TAX/FILE REFERENCE

Mar 13 12 37 PM '89

FILED & WILSON II REGISTER DAVIDSON COUNTY, TN

RUSH

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for transfer is $20,001.00.

Edwin G. Kirkland
Affiant

Subscribed and sworn before me this 10th day of March, 1989.

Gerald A. Burkett
Notary Public

My commission expires: 1-9-91

FOR AND IN CONSIDERATION OF THE SUM OF Twenty Thousand and One ($20,001.00) DOLLARS, of which $1 has been paid in cash by the grantee hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the grantee has executed his note of even date in the amount of $20,000.00, providing for payment of interest only for eight months, principal balance due eight months from date of closing. Interest is at the rate of New York prime plus 2%. Privilege of paying principal balance in full prior to the due date is reserved without penalty. In event of default provision is made for payment of costs of collection including reasonable attorney fees. To secure payment of principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed. Lyndal Roberts, hereinafter called the grantor, has this day bargained and sold, and does hereby transfer and convey unto EDWIN G. KIRKLAND, a married man as his sole and separate property, herein called grantee, his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LAND in Davidson County, Tennessee, being the northerly 50 feet of Lot No. 6 on the Map of Waverly Place, as of record in Book 57, page 95, Register's Office for said County.

SAID part of said lot fronts 50 feet on the easterly side of Beach Avenue and runs back between parallel lines 180 feet on the northerly side and 178.5 feet, more or less, to a dead line in the rear, measuring 50 feet thereon.

BEING the same property conveyed to Lyndal Roberts by deed from Gregory Lyons, unmarried, Arlietha Lyons, unmarried, Alice Lyons Johnson and Richard Johnson of record in Book 7775, page 148, and to Lyndal Roberts by deed from Brenda Gail Lyons, unmarried, of record in Book 7775, page 151, Register's Office for Davidson County, Tennessee. Brenda Gail Lyons, Arlietha Lyons, Gregory Lyons, and Alice Lyons Johnson are the sole surviving heirs at law of Ruth Lyons, deceased, having died intestate and unmarried.

This property is conveyed subject to lien of record in Book 7445, page 183, said Register's Office, which indebtedness the Grantor agrees to continue paying and to retire.

This property is also conveyed as is and where is and subject to Plan of record in Book 57, page 95, said Register's Office, and to all applicable local government planning, building and zoning regulations, including but not limited to housing inspection letter by the Metropolitan Codes Administration dated February 6, 1989, requiring certain repairs to be made on the said proprty.

This is improved property known as 1816 Beach Avenue, Nashville, TN 37206.

Lyndal Roberts and wife, Margaret Roberts never occupied these premises as their dwelling. Nevertheless, Margaret Roberts joins in this conveyance for the purpose of conveying any interest she may have by reason of the marital relationship.
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TO HAVE AND TO HOLD the said real estate, with the appurtenenances, estate, title and interest thereto belonging to the said grantee, his 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 as previously noted. We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said real estate to said grantee, his heirs and assigns, against the lawful claims of all persons.

THIS PROPERTY IS BEING SOLD AS IS AND WHERE IS AND WITH NO WARRANTIES AS TO CONDTION OF THE PREMISES OR THE IMPROVEMENTS THEREON.

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 me in hand paid, I the said grantee 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. I, the said grantee 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 MAXIMUM 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. I 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 I, the said grantee, 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 I 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; I 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 (20) 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 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. I 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 porvided; 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 grantee herein, his 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 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.

THIS LOAN MAY NOT BE ASSUMED WITHOUT THE WRITTEN PERMISSION OF THE HOLDER OF THE NOTE DESCRIBED HEREIN, or his assigns. If all or any part of the proprty or any legal or equitable interest therein is voluntarily or involuntarily sold, conveyed in trust, or otherwise transferred without lender's prior written consent, lender may at

its option declare the indebtedness to be immediately due and payable, or at its option, to renegotiate the interest rate.

MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES: $20,000.00.

IN WITNESS WHEREOF, we, the said grantor and grantee, have hereunto set our hands this the 10th day of March, 1989.

Lyndal Roberts

Edwin G. Kirkland

Margaret Roberts

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

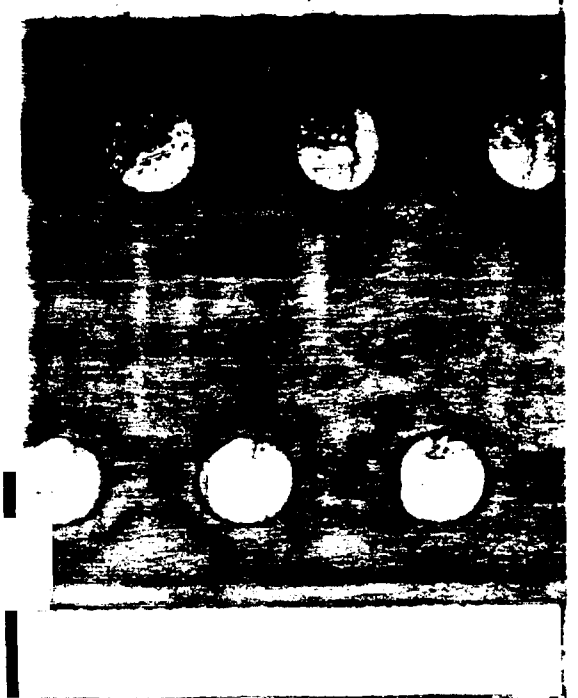
Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Lyndal Roberts, Margaret Roberts, and Edwin G. Kirkland, the within named bargainors, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that they executed the within instrument for the purposes therein contained.

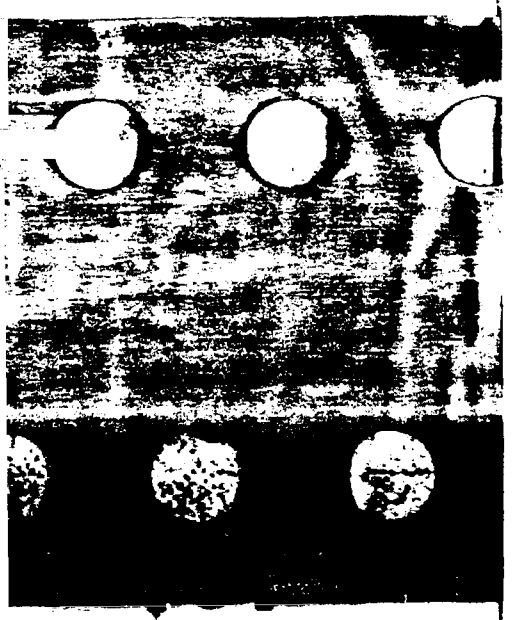
Witness my hand and official seal at Nashville, Tennessee, this 10th day of March, 1989.

NOTARY PUBLIC

My commission expires: 1-9-91

5090 03/23 0101 03CHECK 99.20





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

RECEIVED OF _____

FOR _____

BOOK 7791 PAGE 888

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 20001.00
MAMT 20000.00
MOR TX 660020.70
PRFEE 0.50
WDEED 12.00
VOID
MOR TX 660020.70-
TOTAL TX 99.20
CHECK TX 99.20

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

CON TX 66.00
MTG TX 20.70

15935

IDENTIFI REFERENCE

Mar 13 12 37 PM '89

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

03/13/89 01 12:42 0001 5090

Total 99.20

No. 189627