Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS	SEND TAX BILLS TO	MAP PARCEL NUMBERS
Thomas A. Kittrell et ux	same	61-11
2711 Eastland Ave (NAME)	(NAME)	Par 241
Nashville Tenn 37204 (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	15DZ-21860
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

BOOK 7814 PAGE 246

FOR AND IN CONSIDERATION of the sum of Seventy Thousand ($70,000.00) *Dollars,*

of which Thirty-Five Thousand ($35,000.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Thirty-Five Thousand ($35,000.00) *Dollars,*

Thomas A. Kittrell and wife, Opal Kittrell *has executed*

executed an Installment Deed note in the principal amount of $35,000.00 payable to the order of Winifred D. Ray. Said note bears interest at the rate of 10% per annum. Said note is payable in monthly installment of $1,000.00 each for 41 payments and the 42 or final payments in the amount of $554.06. Interest is included in the monthly payment. Winifred D. Ray and Winifred May Ray is one and the same person.

and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed, Winifred May Ray, a single person,

have this day bargained and sold, and do hereby transfer and convey unto the said Thomas A. Kittrell and wife, Opal N. Kittrell, their *(successors), heirs and assigns,*

certain real estate in Davidson County, Tennessee, as follows

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

The property is conveyed in as is condition.
Maximum Principal Indebtedness for Tennessee recording Tax Purposes is $35,000.00.

This Instrument prepared by Dewey W. Pedigo, Attorney
3204 Freno Lane, Nashville, Tennessee 37214

APR 11 11 28 AM '89

23855

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 70,000.00

Subscribed and sworn to before me, this the 10 day of April 1989

Affiant Mrs Opal N Kittrell

My commission expires: 9-11-90 (Affix Seal)

Notary Public Dewey W. Pedigo

This is unimproved ( ) improved (X) property, known as 1114 Greenland Avenue, Nashville, Tennessee (House Number) (Street) P. O. Address: (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Thomas A. Kittrell and wife, Opal N. Kittrell *(successors), 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 1989 taxes which have been pro-rated I *further covenant and bind* myself and my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Thomas A. Kittrell and wife, Opal N. Kittrell *(successors), 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 indebtedness, rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Thomas A. Kittrell and wife, Opal N. Kittrell *hereinafter referred to as trustors, 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 upon the following uses and trusts.*

Trustors 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 the sum of $ 35,000.00 *, or at least the maximum insurable value, until the indebtedness herein secured is 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 or holder of said indebtedness as his interest may appear.*

Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustors upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, within thirty days from date of such payment, this trust convenance shall remain in full force and effect, and at the option of the lawful owner and holder of said indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof 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 equity of redemption, statutory right of redemption, homestead, and all other exemptions and rights 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. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed 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 such litigation.

2nd. To the payment of all taxes which may be unpaid on said premises.

3rd. To the payment of all unpaid indebtedness 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 trustors, their order, 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 indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, 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 Registers Office for Davidson County, Tennessee, and the title herein conveyed to the above named trustee shall be vested in said successor.

The words "Trustors" when used herein shall apply to parties both singular and plural.

Witness our *hand* S *this* 10 *day of* April, *19* 89, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Opal N. Kittrell

Thomas A. Kittrell

Winifred May Ray

STATE OF TENNESSEE
COUNTY OF Davidson

Personally appeared before me, Dewey W. Pedigo, *a Notary Public in and for said County and State, the within named* Winifred May Ray, Thomas A. Kittrell and wife, Opal N. Kittrell

the bargainor S, *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* 10 *day of* April, *1989.*

My commission expires 9-11-90 *Notary Public* Dewey W. Pedigo

STATE OF TENNESSEE
COUNTY OF _____

Before me, _____, *a Notary Public of the State and County aforesaid, personally appeared* _____ *and* _____ *with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged* _____ *to be the* _____ *and* _____ *respectively of* _____, *the within named bargainor, a corporation, and that* _____ *as such* _____ *and* _____, *executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said* _____ *as* _____ *and attesting the same by the said* _____ *as* _____.

Witness my hand and seal, at office in _____, *this* _____ *day of* _____, *19*____.

_____ *Notary Public*

Commission expires _____

INSTALLMENT DEED

FROM

TO

Published by

Ticor Title Insurance Company
Public Square Building
344 4th Avenue North
NASHVILLE, TENNESSEE 37219

A certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to wit:

Being the easterly 127.4 feet of Lot No. 6 and the westerly 29.3 feet of Lot No. 24 on the Plan of the subdivision of a part of the Greenland Tract, as of record in Plan Book 421, page 40, in the Register's Office for said Davidson County, Tennessee.

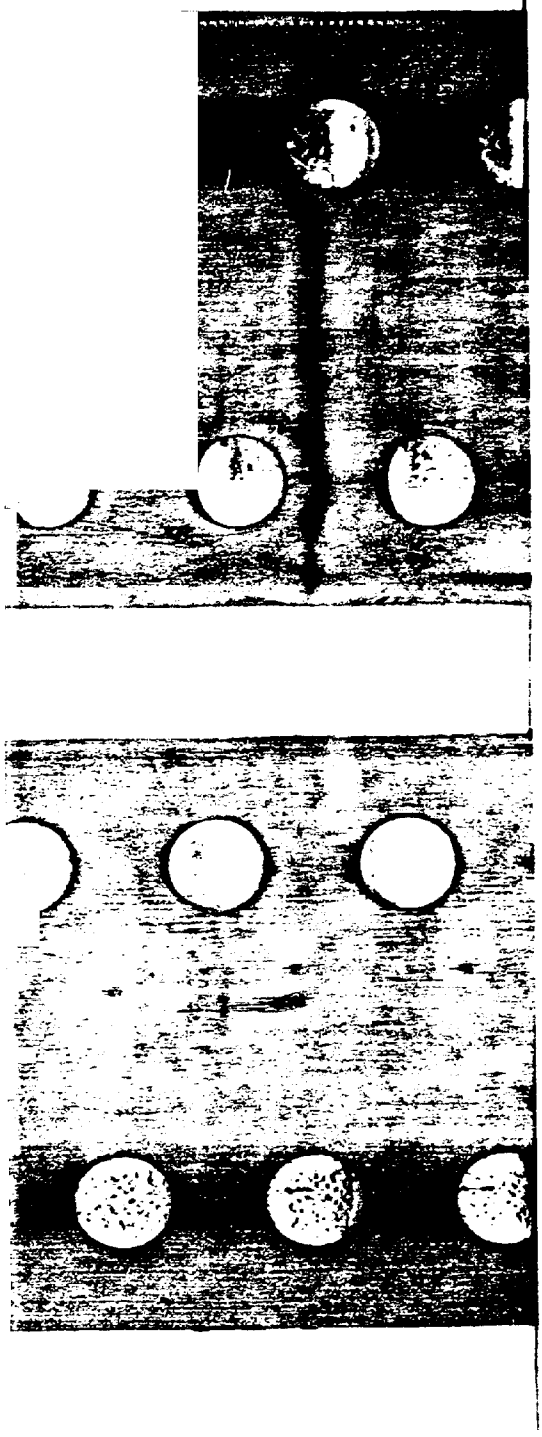
Said parts of Lots Nos. 6 and 24 are in the Eleventh District of said Davidson County, and adjoin and front together (156.7) one hundred and fifty-six and seven tenths feet on the southerly side of Greenland Avenue, described as follows:

Beginning at a point in the southerly margin of Greenland Avenue, said point being 105 feet west of the common corner of Lots Nos. 24 and 10 as shown on a survey made August 21, 1936 by S.R. Sanford, Jr., Civil Engineer; thence southwardly parallel with the line between Lots 10 and 24 and along the westerly margin of the property sold to George William Lackey by said R.E. Harper and wife, by deed of September 8, 1937, of record in Book 1046, page 193, R.O.D.C. Tennessee, (295.02) two hundred and ninety-five 2-100 feet to an iron pin and post; thence along a fence in a westerly direction (157.6) one hundred and fifty-seven and sixteenths feet to an iron pin and stake; thence northerly and parallel with the Lackey westerly margin (278.2) two hundred and seventy eight and two-tenths feet to the south margin of Greenland Avenue; thence with the southerly margin of Greenland Avenue easterly (156.7) one hundred and fifty-six and seven-tenths feet to the point of beginning.

INCLUDED IN THE ABOVE DESCRIPTION BUT EXCLUDED THEREFROM IS THE PROPERTY CONVEYED TO GEORGE WILLIAM LACKEY BY DEED OF RECORD IN BOOK 1101, PAGE 474, SAID REGISTER'S OFFICE.

Being property conveyed to R.O. Ray and Winifred May Ray by deed from R.E. Harper and wife, Edna Harper of record in Book 1085, page 45, Register's Office for Davidson County, Tennessee, the said R.O. Ray having since died.

4581 04/11 0101 03CHECK 278.45



OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 7814 PAGE 249

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	70000.00
MAMT	35000.00
CON TX	231.00
MOR TX	37.95
PRFEE	0.50
WDEED	9.00
TOTAL	278.45
CHECK	278.45

04/11/89 01 11:19 0001 4581

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

23895

IDENTIFICATION

APR 11 11 10 AM '89

No. 198979