BOOK 7870 PAGE 340

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD - 4

FROM

GEORGE THOMAS AND WIFE

DORA P. THOMAS

TO

CARVELL RAY KIRBY AND WIFE

PAMELA K. KIRBY

For draftsman's use

Mail

WILLIAM G. TRABER, ATTY.
107 DONELSON PIKE
NASHVILLE, TENNESSEE 37214

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
CARVELL R. KIRBY (NAME)	METMOR FINANCIAL, INC. (NAME)	44-11
106 BUFFALO STREET (STREET ADDRESS OR ROUTE NUMBER)	4050 WILSHIRE BLVD. (STREET ADDRESS)	Par 67 Js
OLD HICKORY, TN. 37138 (CITY) (STATE) (P. O. ZIP)	LOS ANGELES, CA 90010-3488 (CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

43005.

IDENTIFICATION REFERENCE

Jun 21 1 49 PM '89

FELIX Z WILSON CLERK OF REGISTER DAVIDSON COUNTY TN

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 53,000.00 + Carvell R Kirby
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 15TH DAY OF JUNE 1989.

Notary Public

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $ 51,000.00"

MY COMMISSION EXPIRES: 9-26-92

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of FIFTY THREE THOUSAND AND NO/100---------- DOLLARS

of which $ 2,000.00 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 ONE NOTE IN THE AMOUNT OF $51,000.00, PAYABLE TO GEORGE THOMAS AND WIFE DORA P. THOMAS IN THIRTY YEARS AT AN INTEREST RATE OF 10½% PER ANNUM. THE GRANTOR HEREIN AGREES TO PAY AN EXISTING FIRST MORTGAGE IN A TIMELY MANNER. SHOULD HE FAIL TO DO SO GRANTEE MAY PAY SAID PAYMENT AND DEDUCT THE PRINCIPLE FROM THE AMOUNT OWED THE GRANTOR. PRINCIPLE AND INTEREST IS $466.52, TO WHICH SHALL BE ADDED 1/12 OF THE INSURANCE PREMIUM, 1/12 OF FHA INSURANCE AND 1/12 OF THE TAXES. THE FIRST PAYMENT SHALL BE $534.11. SHOULD ANY PAYMENT BE MORE THAN 10 DAYS LATE A PENALTY OF 5% OF THE MONTHLY PAYMENT SHALL BE ADDED. THIS IS A WRAP AROUND MORTGAGE. SHOULD THE TAXES OR INSURANCE INCREASE THE MONTHLY PAYMENT SHALL INCREASE PROPORTIONATELY.

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,

GEORGE THOMAS AND WIFE DORA P. THOMAS

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey 7235 06/21 0101 03CHECK 237.75

CARVELL R. KIRBY AND WIFE PAMELA K. KIRBY

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

BEING LOT NO. 161, SECTION A, VILLAGE OF OLD HICKORY, AS SHOWN ON THE PLAN OF RECORD IN BOOK 1424, PAGE 68, REGISTER'S OFFICE FOR SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SAID LOT NO. 161 FRONTS 53.2 FEET ON THE SOUTH MARGIN OF BUFFALO STREET AND RUNS BACK 153 FEET ON THE EAST LINE AND 152.2 FEET ON THE WEST LINE TO A DEAD LINE IN THE REAR WHICH MEASURES 54.9 FEET.

BEING THE SAME PROPERTY CONVEYED TO GEORGE THOMAS BY DEED FROM LARRY KEVIN DUNN AND WIFE, SANDRA JUNE DUNN, AS OF RECORD IN BOOK 5708, PAGE 161, SAID REGISTER'S OFFICE. DORA P. THOMAS JOINS IN THIS CONVEYANCE TO CONVEY ANY MARITAL INTEREST SHE MAY HAVE TO SAID PROPERTY.

POWER OF ATTORNEY FROM DORA P. THOMAS TO GEORGE L. THOMAS, III IS OF RECORD IN BOOK 558, PAGE 167, SAID REGISTER'S OFFICE.

This is unimproved ( ) improved (XX) property, known as 106 BUFFALO STREET OLD HICKORY, TENNESSEE 37138
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone

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 W. G. TRABER 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 $ 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 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, homestead, dower 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:

THE STATUTORY RIGHT OF REDEMPTION IS HEREBY WAIVED

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.

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 15TH day of JUNE 19 89.

X Carvell R. Kirby
CARVELL R. KIRBY

X Pamela K. Kirby
PAMELA K. KIRBY

X George Thomas
GEORGE THOMAS

X Dora P. Thomas by George L. Thomas III atty-in-fact
DORA P. THOMAS

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, THE UNDERSIGNED **, a Notary Public in and for said County and State, the within named** GEORGE THOMAS CARVELL R. KIRBY AND WIFE, PAMELA K. KIRBY **the bargainor**S**, with whom I am personally acquainted, and who acknowledged that** THEY **executed the within instrument for the purposes therein contained.**

Witness my hand and official seal at NASHVILLE **Tennessee, this** 15TH **day of** JUNE **, 19**89**.**

X Leila V. Wallace
Notary Public.

Commission expires 9-26-92

STATE OF TENNESSEE
COUNTY OF DAVIDSON

RECORDERS MEMO
BECAUSE OF WRITING, TYPING OR PRINTING ON THIS DOCUMENT UNSATISFACTORY WHEN FILMED

c of the State and

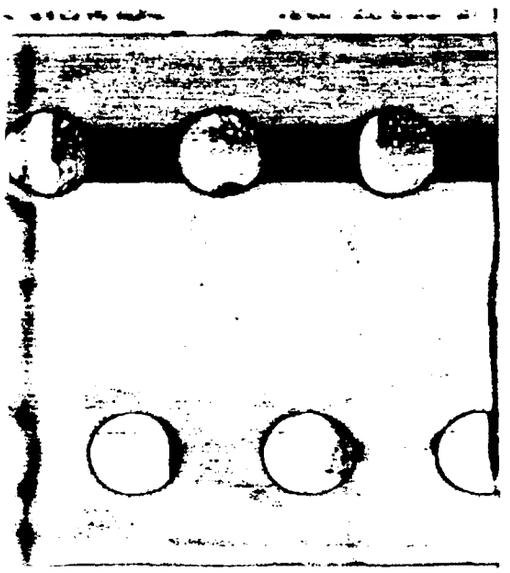
STATE OF TENNESSEE
COUNTY OF DAVIDSON

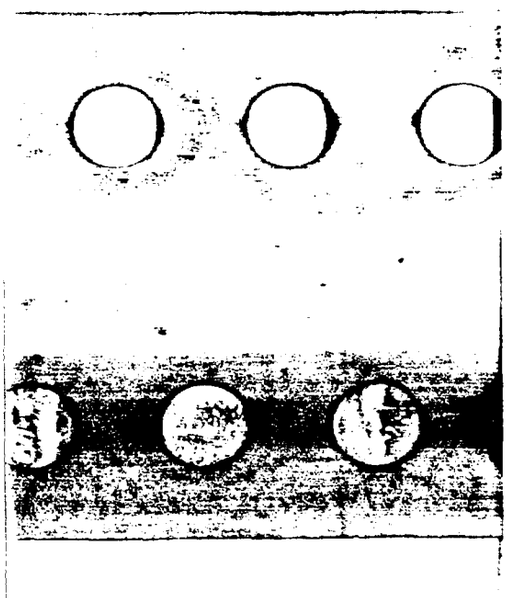
PERSONALLY APPEARED BEFORE ME, THE UNDERSGINED, A NOTARY PUBLIC, GEORGE L. THOMAS III, WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO ACKNOWLEDGED THAT HE EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED AND WHO GEORGE L. THOMAS, III ACKNOWLEDGED THAT HE IS THE ATTORNEY IN FACT OF THE MAKER OR CONSTITUENT OF THE MAKER AND IS AUTHORIZED BY THE MAKER OR THE CONSTITUENT, THE CONSTITUENT BEING AUTHORIZED BY THE MAKER TO EXECUTE THIS INSTRUMENT ON BEHALF OF THE MAKER.

WITNESS MY HAND, AT OFFICE, THIS THE 15TH DAY OF JUNE, 1989.

NOTARY PUBLIC

MY COMMISSION EXPIRES: 9-26-92





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

RECEIVED OF _____

FOR _____

BOOK 7870 PAGE 342

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 53000.00
				MAMT 51000.00
				CON TX 174.90
				MOR TX 56.35
				PRFEE 0.50
				WDEED 6.00
				TOTAL 237.75
				CHECK 237.75
			06/21/89 01	13:50 0001 7235

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

430005

IDENTIFICATION REFERENCE

JUN 21 1 49 PM '89

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 221539