PREPARED BY:
Hunter B. Short
323 Union Street
Nashville, TN 37201
(615) 255-7496
Box 21

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

FROM: Nathan Wall

TO: Kenneth A. Karnes

New Owner	Send Tax Bills To	Map & Parcel No.
Kenneth A. Karnes 2637 Morgan Mead Nashville, Tn 37216	Same	Map 72-6 Parcel No. 237

FOR AND IN CONSIDERATION OF the sum of ONE HUNDRED TWENTY-FIVE THOUSAND and no/100 DOLLARS ($125,000.00) of which $12,000.00 has been paid in cash by the grantee hereinafter named, the receipt of which is hereby acknowledged, and for the remainder, the said grantee has given his notes of even date in the amount of ONE HUNDRED THIRTEEN and no/100 DOLLARS ($113,000.00), payable to grantor as therein set out; reference is here made to said notes for the terms and conditions thereof; 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.

I, Nathan Wall, hereinafter called the grantor, have this day bargained and sold, and do hereby transfer and convey unto Kenneth A. Karnes, a single person, herein called grantee, his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

> Land in Davidson County, Tennessee, being Lot No. 1 of the Plan of a subdivision of part of Lots Nos. 10 and 11, Kenmore Place Subdivision, as of record in Book 4595, page 60, Register's Office for said County.
>
> Said Lot No. 1 fronts 102.9 feet on the easterly side of Gallatin Road and runs back between lines, 56.4 feet on the northerly side and 84.9 feet on the southerly side which is the northerly margin of an alley, to a line in the rear, measuring 85.15 feet thereon.
>
> Being the same property conveyed to Nathan Wall by deed of record in Book 4636, page 326, Register's Office for Davidson County, Tennessee.

The maximum principal indebtedness for Tennessee recording tax purposes is $113,000.00.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, 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.

I further covenant and bind myself, my 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.

6.9 | 4.6

IDENTIFICATION REFERENCE

DEC 12 3 25 PM '91

The subject property is unimproved property and has never been used by the grantor as his residence.

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, the said grantee herein, does hereby transfer and convey unto HUNTER SHORT, 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 $115,000.00 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 I 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 note 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 30 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 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 courthouse in said county to the highest bidder for cash, at public outcry, free from the equity of redemption and all other rights of redemption, homestead, dower and all other exemptions and marital rights, including but not limited to the statutory right of redemption set forth in Tennessee Code Annotated Section 66-8-101, all of 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. I 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:

First: 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.

Second: To the payment of all taxes which may be unpaid on said premises.

Third: To the payment of all unpaid notes herein secured, and any and all sums expended in the protection of said property, as herein authorized.

Fourth: 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 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.

WITNESS our hands this 2nd day of December, 1991.

GRANTOR:

Nathan Wall
NATHAN WALL

GRANTEE:

Kenneth A Karnes
KENNETH A. KARNES

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned a Notary Public, NATHAN WALL, with whom I am personally acquainted and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 2nd day of December, 1991.

Glenda Short
NOTARY PUBLIC
My Commission Expires: 7/18/92

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned a Notary Public, KENNETH A. KARNES, with whom I am personally acquainted and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 2nd day of December, 1991.

Glenda Short
NOTARY PUBLIC
My Commission Expires: 7/18/92

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

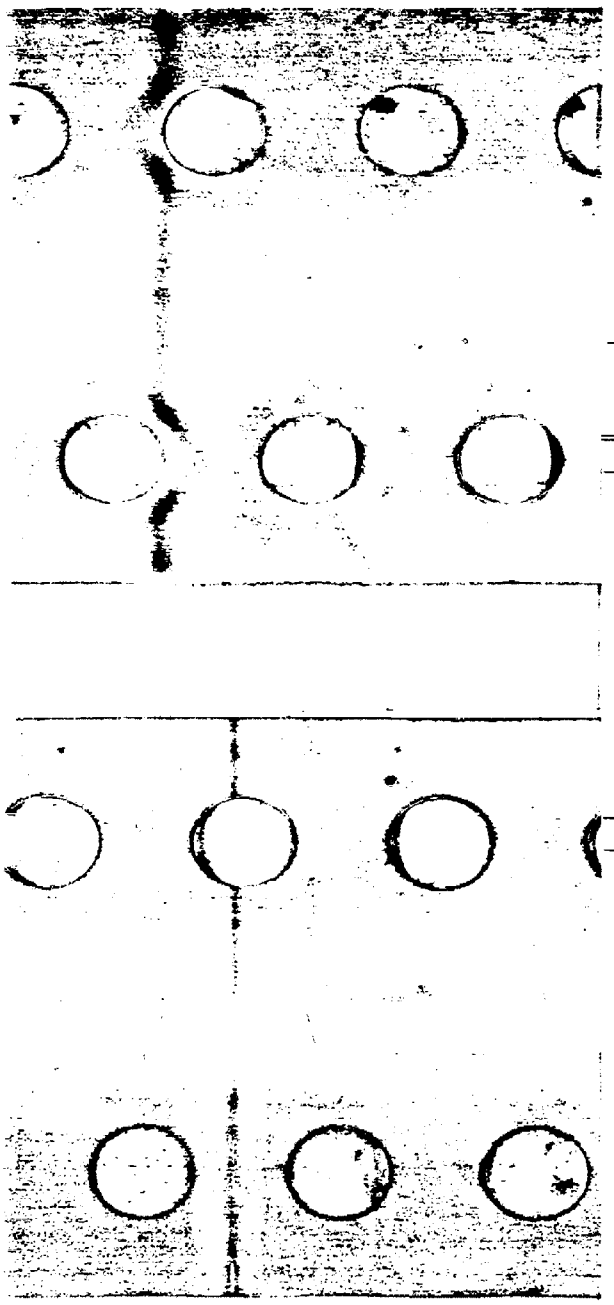
The actual consideration for this transfer, or value of property (whichever is greater) is $125,000.00. This is equal to or greater than the property would bring at a fair and voluntary sale.

Kenneth A Kanno
Affiant

Subscribed and sworn before me this 2nd day of December, 1991.

Notary Public
NOTARY PUBLIC
My Commission Expires: 7/1/92

2128 12/12 0101 03CHECK 603.15



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

BOOK 8507 PAGE 101

RECEIVED OF _____

FOR _____

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

CAMT 125000.00
MAMT 113000.00
CON TX 462.50
MOR TX 127.65
PRFEE 1.00
WDEED 12.00
TOTAL 603.15
CHECK 603.15

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

12/12/91 01 15:27 0001 2128

6.9 1 4.6.

IDENTIFI REFERENCE

Dec 12 3 25 PM '91

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

No. 484660