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

INSTALLMENT DEED

FROM: Ernest A. Sircy, Jr. and wife, Ellen Louise Sircy

TO: Larry S. Capps and wife, Elsie M. Capps

New Owner	Send Tax Bills To	Map & Parcel No.
Larry S. Capps and wife, Elsie M. Capps 2318 Floyd Ave Nashville, Tn 37218	Same	Map 70-05 Parcel 20 & 22

FOR AND IN CONSIDERATION OF the sum of THIRTY-THREE THOUSAND and no/100 DOLLARS ($33,000.00) of which $6,600.00 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 given their note of even date in the amount of TWENTY-SIX THOUSAND FOUR HUNDRED and no/100 DOLLARS ($26,400.00), payable to grantors 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.

We, E.A. Sircy, Jr. and wife, Ellen Louise Sircy, herein called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Larry S. Capps and wife, Elsie M. Capps, herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

SEE ATTACHED EXHIBIT "A" FOR PROPERTY DESCRIPTION

The maximum principal indebtedness for Tennessee recording tax purposes is $26,400.00

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 representative, 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 me in hand paid, the said grantees herein, do 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. 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 its

maximum 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 their interest may appear. The grantees further agrees 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 the said grantees, 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 the grantees fails 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 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. The grantees 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:

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 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.

WITNESS our hands this 27th day of March, 1992.

GRANTOR:

E.A. SIRCY, JR.

ELLEN LOUISE SIRCY

GRANTEES:

LARRY S. CAPPS

ELSIE M. CAPPS

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned a Notary Public, E.A. SIRCY, JR. and wife, ELLEN LOUISE SIRCY, and LARRY S. CAPPS and wife, ELSIE M. CAPPS, with whom I am personally acquainted and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 27th day of March, 1992.

NOTARY PUBLIC
My Commission Expires: 7/18/

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration for this transfer, or value of property (whichever is greater) is $33,000.00.

Affiant

Subscribed and sworn before me this 27th day of March, 1992.

NOTARY PUBLIC
My Commission Expires: 7/18/

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EXHIBIT "A"

TRACT ONE: Being the northerly one-half of Lot No. 14 on the Plan of H. E. Simpkins Division of the L. G. Curtis Land, of record in Book 547, page 39, Register's Office for said County, described as follows:

Said part of said lot fronts 130 feet on the easterly side of Lloyd Avenue and runs back from the center of said Avenue 415 feet on the northerly side and 472.50 feet more or less on the southerly line to the rear line of said lot measuring 135 feet on said rear line.

TRACT TWO: Being the easterly part of the southerly one-half of Lot No. 14 on the Plan of H. E. Simpkins Division of the L. G. Curtis Land, of record in Book 547, page 39, Register's Office for said County, described as follows:

Beginning at a point in the southerly line of said Lot No. 14, 200 feet easterly from the center line of Lloyd Avenue; thence northerly and parallel with the center line of said Lloyd Avenue to the southerly line of the property conveyed to Malcolm D. Campbell by O. L. Simpkins, by deed of record in Book 1635, page 177, said Register's Office; thence easterly and with said Malcolm D. Campbell's line to the easterly line of said Lot No. 14; thence southerly and with said easterly line 125 feet to the southeast corner of said Lot No. 14; thence westerly and with the dividing line with said Lot No. 14 and Lots 12 & 13 in said subdivision to the beginning point.

In addition to the above described property an easement for ingress and egress to the premises is hereby conveyed; said easement is described as follows:

Beginning at a point in the center of Lloyd Avenue, being the southwest corner of the tract of land conveyed to Malcolm D. Campbell by deed from O. L. Simpkins, et ux, of record in Book 1635, page 77, said Register's Office; thence running easterly and with said Campbell's southerly line to the northwest corner of the tract herein conveyed; thence southerly and with the westerly line of the tract herein conveyed 12 feet to a point; thence westerly and parallel with said Campbell's southerly line to the center of Lloyd Avenue; thence northerly and with the center of said Lloyd Avenue 12 feet, more or less, to the beginning point.

Being the same property conveyed to E.A. Sircy, Jr., and wife, Ellen Louise Sircy by deed of record in Book 8537, page 600, Register's Office for Davidson County, Tennessee.

96483

IDENTIFICATION REFERENCE

MAR 30 9 04 AM '96

DAVIDSON COUNTY, TN

1185 03/30 0101 03CHECK 163.16



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

RECEIVED OF _____

FOR _____

BOOK 8586 PAGE 130

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 33000.00
				MAMT 26400.00
				CON TX 122.10
				MOR TX 28.06
				PRFEE 1.00
				WDEED 12.00
				TOTAL 163.16
				CHECK 163.16
			03/30/92 01	09:03 0001 1185

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

96483

IDENTIFI REFERENCE

MAR 30 9 01 AM '92

DAVIDSON COUNTY, TN

No. 515558