Box 40

This Instrument Prepared By:
BOTTORFF, KAVIN and COOK, (TIB)
Attorneys at Law
5110 Maryland Way, Suite 200
Brentwood, Tennessee 37027
(615) 371-0800

BOOK 10345 PG 396

INSTALLMENT DEED

Address of New Owner:	Send Tax Bills To:	Map and Parcel No.
Mr. and Mrs. Mitar Tepavecivec **2802 West Kirkwood Avenue** **Nashville, Tennessee 37204**	**Owner**	**118-1-99**

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

The actual consideration or value, whichever is greater, for this transfer is $57,895.00.

The maximum principal indebtedness for Tennessee recording tax purposes is $57,895.00.

Teodorovic

Affiant

Sworn to and subscribed before me this 14 day of February 1997.

Notary Public

My Commission Expires: 7-20-1997

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FOR AND IN CONSIDERATION of the sum of Fifty Seven Thousand Eight Hundred Ninety Five Dollars and 00/100 ($57,895.00) as evidenced by an Installment Deed Note of even date herewith payable to **Dusan Teodorovic and wife, Djordjeta Teodorovic,** (hereinafter the "Grantors"), due and payable according to its terms and assumable only upon permission of the holder thereof, and providing for payment of attorney's fees if incurred as costs of collection, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a Vendors' lien is expressly retained on the land herein conveyed, now, therefore, the Grantors have this day bargained and sold, and do hereby transfer and convey unto **Mitar Tepavcevic and wife, Koviljka Tepavcevic,** (hereinafter the "Grantees"), their heirs, successors and assigns, certain real property in Davidson County, Tennessee, described as follows:

LAND in Davidson County, Tennessee, being Lot No. 9 on the Map of the Final Plat of the 1st Subdivision of the W. T. Berry Estates in the 7th Civil District of record in Book 974, page 66, Register's Office for Davidson County, Tennessee.

SAID Lot No. 9 fronts 60 feet on the easterly margin of West Kirkwood Avenue (formerly W. Kirkwood Road) and extends back between lines measuring 156.5 feet on the northerly line and 166.89 feet on the southerly line to a straight line in the rear measuring 61 feet 6 inches thereon.

BEING the same property conveyed to Dusan Teodorovic and wife, Djordjeta Teodorovic, by Deed from Gail Marie Ingle, Gladys L. Blake, Felix Blake, Jr., Katherine I. Blake, and Peggy J. Jackson, the sole heirs at law of Felix Blake, Sr., of Record in Book 9883, page 308, Register's Office for Davidson County, Tennessee.

This is improved property, known as 2802 West Kirkwood Avenue, Nashville, Tennessee 37204.

This conveyance is made subject to:

Real property taxes for 1997 which have been prorated between the parties and which are assumed by the Grantee herein.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging to the said Grantees, their heirs, successors and assigns forever. The Grantors covenant that they are lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that same is unencumbered except for those matters hereinabove stated.

The Grantors further covenant and bind ourselves, our heirs and assigns, to warrant and forever defend the title to said real estate to said Grantees, their heirs, successors and assigns, against the lawful claims of all persons whomsoever.

And now, for the purpose of better and more effectually securing the payment of the aforesaid indebtedness, rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of the aforesaid 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 **Mitar Tepavcevic and wife, Koviljka Tepavcevic,** hereinafter referred to as Trustors, hereby transfer and convey unto **Thomas I. Bottorff** of Williamson County, Tennessee, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging to the said Trustor 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 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 interest at the rate of ten percent (10%) 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 (30) days from date of such demand for payment, this trust conveyance 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 (20) days' notice by three (3) 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, 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 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 any 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 Trustor, 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 Register's Office for Davidson County, Tennessee, and the title herein conveyed to the above named Trustee shall be vested in said successor.

The word "Trustor" when used herein shall apply to parties both singular and plural.

Witness our hands this 6th day of February 1997.

GRANTORS:

Dusan Teodorovic

Dusan Teodorovic

Djordjeta Teodorovic

Djordjeta Teodorovic

GRANTEES/TRUSTORS:

Mitar Tepavcevic

Mitar Tepavcevic

Koviljka Tepavcevic

Koviljka Tepavcevic

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

10345:399

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, **Dusan Teodorovic and wife, Djordjeta Teodorovic,** the within-named bargainors, 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 seal this 6th day of February 1997.

Notary Public

My Commission Expires: July 22, 1997

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, **Mitar Tepavcevic and wife, Koviljka Tepavcevic,** the within-named bargainors, 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 seal this 6th day of February 1997.

Notary Public

My Commission Expires: 2/22/1997

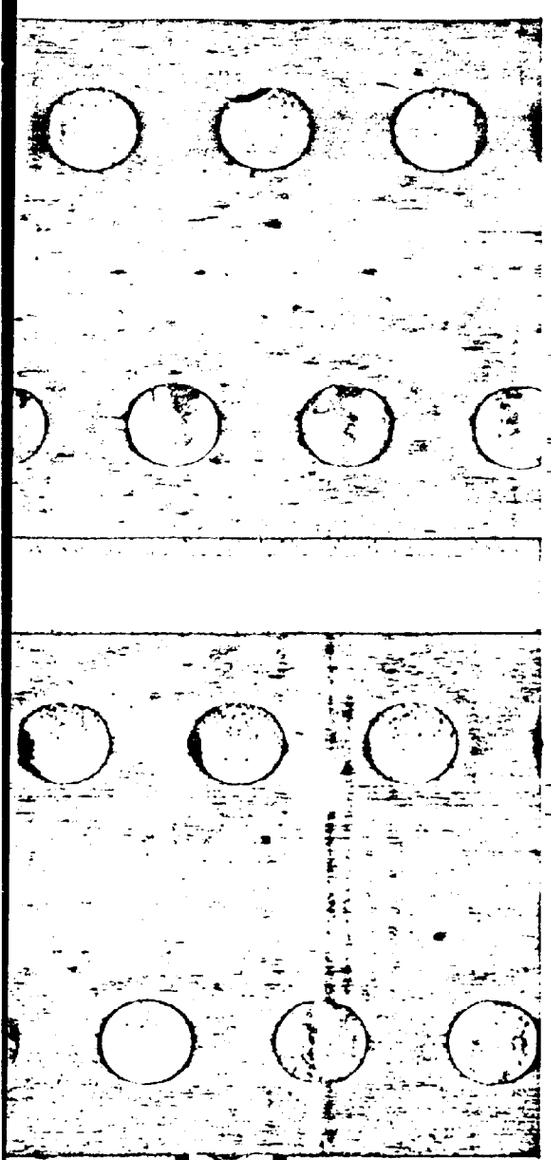
027759

IDENTIFICATION REFERENCE

97 FEB 10 PM 12:40

DAVIDSON COUNTY, TN.

4941 02/10 0101 03CHECK 295.50



OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 10345 PG 400

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 57895.00
				MAMT 57895.00
				CON TX 214.22
				MOR TX 64.28
				PRFEE 1.00
				WDEED 16.00
				TOTAL 295.50
				CHECK 295.50
			02/10/97 01	12:42 0001 4941

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0271759 IDENTIFICATION REFERENCE

97 FEB 10 PM 12:10

DAVIDSON COUNTY

No. 1115425