BOOK 4403 PAGE 526

Map 60-16
Par. 140

INSTALLMENT DEED

For and in Consideration of the sum of FIVE THOUSAND NINE HUNDRED FIFTY ($5,950.00) Dollars, of which FIVE HUNDRED ($500.00) Dollars, has been paid in cash by John F. Kunz and wife Annie Upchurch Kunz the receipt of which is hereby acknowledged, and for the remainder FIVE THOUSAND FOUR HUNDRED fifty ($5,450.00) Dollars, the said John F. Kunz and wife Annie Upchurch Kunz have this date executed their promissory note of even date herewith in the principal sum of $5,450.00 payable to the order of Lena G. Hewitt, and executed by John F. Kunz and wife Annie Upchurch Kunz, and given as part of the purchase money on the hereinafter described property. Said note is payable in consecutive monthly installments of $55.00 each, including both principal and interest, interest being at the rate of 8 ½ % per annum. The first payment shall become due and payable on or before the first day of April, 1970, and said monthly payments shall continue as aforesaid until said note is fully paid. Payments when made will be credited first to interest due; the balance will be credited to the amount of unpaid principal,

all of said notes bearing 8½% per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, Lena G. Hewitt

has this day bargained and sold, and does hereby transfer and convey unto the said John F. Kunz and wife Annie Upchurch Kunz heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being parts of Lots Nos. 90 and 91, Capital View Subdivision of record in Book 974, pages 52 and 53, Register's Office for said County, described as follows:

Beginning at a point in the southerly margin of Capital View Avenue, 2 feet west of the common corners of Lots Nos. 91 and 92 in said Plan (Waldens northwest corner); thence in a southerly direction in a straight line parallel with the dividing line between lots 91 and 92, 334 feet, more or less, to a point in the rear boundary line of Lot 91, 93 feet to a point at an iron pin, a common corner of Lots Nos. 90 and 91, continuing thence in a westerly direction along the rear boundary line of said Lot 90, 2 feet to a point; thence in a northerly direction in a line parallel with a dividing line between said Lots Nos. 90 and 91, 339 feet, more or less to a point in the southerly margin of Capital View Avenue; thence easterly along the southerly margin of Capital View Avenue, 100 feet to the beginning.

Being the same property conveyed to Lena G. Hewitt by deed from Eathel Mai Singleton who is the one and the same person as Ethel Mai Singleton of record in Book 4177 page 545, Register's Office for Davidson County, Tennessee.

This is unimproved ( ) improved (X) property, know as 220 Capital View, Nashville, Tennessee 37207
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Lena G. Hewitt heirs and assigns forever she covenant that she is lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

She further covenant and bind her heirs and representatives, to warrant and forever defend the title to said real estate to said John F. Kunz and wife Annie Upchurch Kunz 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 them in hand paid, they, the said John F. Kunz and wife Annie Upchurch Kunz

do hereby transfer and convey unto R. Price Nimmo, Attorney, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

They, the said John F. Kunz and wife Annie Upchurch Kunz 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 $3,000.00 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 interst may appear.

They 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 They 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 they, the said John F. Kunz and wife Annie Upchurch Kunz 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 they 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; If they 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 trust conveyance. They 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. They 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:

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 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 John F. Kunz and wife Annie Upchurch Kunz 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 R. PRICE NIMMO, Attorney, Trustee, shall be vested in said successor.

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 Lena G. Hewitt and John F. Kunz and wife Annie Upchurch Kunz hereunto set our hands at Nashville, Tennessee, this the 6th day of March 1970

Lena G. Hewitt

John F. Kunz

Annie Upchurch Kunz

STATE OF TENNESSEE
Davidson County

Personally appeared before me, [signature], a Notary Public in and for said County and State, the within named Lena G. Hewitt and John F. Kunz and wife Annie Upchurch Kunz

the bargainorS, 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, Davidson County, Tennessee, this 6th day of March, 1970

MY COMMISSION EXPIRES JULY 16, 1973

Commission Expires [signature], Notary Public.

STATE OF _____

_____ **County.**

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the bargainor____, with whom I am personally acquainted, and who acknowledged that _____ executed the within instrument for the purposes therein contained.

Witness my hand and official seal at _____ this _____ day of _____, 19____

_____, Notary Public.

Commission Expires _____

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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Before me, ..., a Notary Public of the State and County aforesaid, personally appeared .....,

with whom I personally acquainted, and who, upon oath, acknowledged ..... self to be .....

.....of the .....,

the within named bargainor, a corporation, and that .....he as such .....,

being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by..... self as .....

Witness my hand and seal, at office in .....,

this .....day of....., 19.....

MAR 13 70	CONV	*5,950.00		
MAR 13 70	MORT'G	*5,450.00		
MAR 13 70	S'TAX		A*	15.34
MAR 13 70	S'TAX		A*	3.40
MAR 13 70	PRFEE		A*	.50
MAR 13 70	WDEED		A*	6.00 * 25.24

Commission expires ..... Notary Public.

(over for additional acknowledgements)

Mail Deed to Grantee Rd

INSTALLMENT DEED

FROM
LENA G. HEWITT

TO
JOHN F. KUNZ and wife
ANNIE UPCHURCH KUNZ

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

A 71183

IDENTIF. REFERENCE!

MAR 13 11 11 AM '70

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

TRUST CO. NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP, PARCEL NUMBERS
John F. Kunz and wife ~~Annie Upchurch Kunz~~	John F. Kunz and wife ~~Annie Upchurch Kunz~~ (NAME)	12D-7485
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Map 60-16
(CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	Par 140

THIS INSTRUMENT WAS PREPARED BY

R. PRICE NIMMO
Attorney at Law
308 Cavalier Building
95 White Bridge Road
Nashville, Tennessee 37205

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 5,950.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 6th DAY OF March 1970

Notary Public

MY COMMISSION EXPIRES JULY 16, 1973

(AFFIX SEAL)