EARL THOMPSON, ATTORNEY
14th Floor, Nashville Trust Bldg
Nashville, Tennessee 37201

Installment Deed

BOOK 5571 PAGE 131

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
James Michael Kilian	James Michael Kilian	54-9-2.8 KS
(NAME:)	(NAME:)	
222 Anthony Avenue	222 Anthony Avenue	
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Old Hickory, Tn. 37138	Old Hickory, Tn. 37138	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of TWENTY THOUSAND ONE ($20,001.00) ---------- *Dollars,*

of which ONE AND NO/100 ($1.00)---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder TWENTY THOUSAND AND NO/100 ($20,000.00)---------- *Dollars,*

James Michael Kilian, an unmarried person,

*ha*S *executed* his Promissory Note of even date herewith payable to the order of James Phillip Kilian and wife, Irma Jean Kilian, due and payable in 120 monthly installments of $232.22 each, same including interest on the unpaid principal balance at the rate of seven (7%) per cent per annum; said payments in the amount of $232.22 shall begin on April 1, 1980 and shall continue on the 1st day of each successive month thereafter for 120 months until paid in full;

and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed, we, James Phillip Kilian and wife, Irma Jean Kilian,

have this day bargained and sold, and do hereby transfer and convey unto the said James Michael Kilian, an unmarried person, his XXXXXXXX *heirs and assigns,*

certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. F, on the unrecorded Map of a resubdivision of Lot No. 9, Section 2, Life & Casualty Insurance Company's Property at Old Hickory, Tennessee, which latter Plan is of record in Book 843, Page 56, Register's Office for said County, described according to a copy of a survey thereof made October 9, 1940, by Cantrell & Greek, Surveyors, as follows:

Beginning at a point in the center line of a 50 foot unnamed Avenue running along the west line of the lot in question, which point is the common corner of Lots Nos. 8 and 9, of Section 2, above mentioned, and which corner is 275 feet south of the center line of Pitts Avenue, and being the common corner of Lots F and G; thence with the center line of said unnamed street; south 6° 27' west 100 feet; thence easterly parallel to the center line of Pitts Avenue 246.5 feet to a point; thence north 6° 13' east 100 feet to a point, the common corner of Lots F and H; thence with the north line of Lot F and the south line of Lots H and G, westerly 246.1 feet to the point of beginning.

Being the same property conveyed to James Phillip Kilian and wife, Irma Jean Kilian, by deed from Garnett Lofton Jerkins and wife, Sallie Lorene Jenkins, of record in Book 1808, Page 517, Register's Office for Davidson County, Tennessee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 20,001.00

Subscribed and sworn to before me, this the 28th day of February 1980

James Michael Kilian
Affiant

My commission expires: 4/29/81 (Affix Seal)

Judy M. Butler
Notary Public

This conveyance is made subject to easement for telephone lines granted Southern Bell Telephone & Telegraph Co., as set out in Book 924, Page 121, said Register's Office. Restrictions in Book 1139, Page 287, which restrictions were recorded prior to February 15, 1950.

Easement for roadway 25' wide along the west line of the premises in question, as set out in Book 1212, Page 8, said Register's Office.

This is unimproved ( ) improved (X) property, known as 222 Anthony Avenue, Old Hickory, Tn. 37138
(House Number) (Street) P. O. Address: (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said James Michael Kilian, an unmarried person, his *(successors), 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 said real estate to said* James Michael Kilian, his ~~successors~~, *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 indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said 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 James Michael Kilian *hereinafter referred to as trustors, hereby transfer and convey unto* Earl Thompson, *Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging 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 the sum of $ 20,000.00, *or 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 6 percent interest 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 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 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 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. 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 trustors, 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 "Trustors" when used herein shall apply to parties both singular and plural.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 28th day of February *, 19* 80

James Philip Kilion
James Phillip Kilian

Irma Jean Kilian
Irma Jean Kilian

James Michael Kilian
James Michael Kilian

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Judy M. Butler *, a Notary Public in and for said County and State,* James Phillip Kilian and wife, Irma Jean Kilian

the within named 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 *Tennessee, this* 28th *day of* February *, 19* 80

Judy M. Butler *Notary Public*

Commission expires 4/29/81

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

BOOK 5571 PAGE 134

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Judy M. Butler, *a Notary Public in and for said County and State,* James Michael Kilian, an unmarried person,

the within named bargainor, with whom I am personally acquainted, and who acknowledged that he *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville, Tennessee
this 28th *day of* February, *19* 80

Judy M Butler *Notary Public*

Commission expires 4/29/81

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, ..., *a Notary Public of the State and County aforesaid, personally appeared* ....., *with whom I am 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* .....

..... *Notary Public*

Commission expires .....

4960 02/28 02.50- CHECK

INSTALLMENT DEED

JAMES PHILIP KILIAN AND WIFE,
IRMA JEAN KILIAN

FROM

TO

JAMES MICHAEL KILIAN, AN
UNMARRIED PERSON

F 78281

IDENTIF. REFERENCE

FEB 28 8 34 AM '80

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

RUSH

Chicago Title Insurance Company
First American Center — Phone 255-4631
NASHVILLE, TENNESSEE 37238

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

BOOK 5571 PAGE 135

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

20001.00- CO
20000.00- MO
52.00 CO TX
18.00 MO TX
.50 PRFEE
12.00 WDEED
CHECK 82.50-
4960A02/28/80 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F 78281

IDENTIFICATION REFERENCE

FEB 28 8 34 AM '80

REGISTER
DAVIDSON COUNTY, TENN.

No. 744185