Installment Deed

BOOK 5558 PAGE 850

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Paul J. Drees, et ux	Paul J. Drees	Map 82-16
Evelyn C. (NAME) Drees	c/o White Star Machine & Supply (NAME) Co., P. O. Box 1180	Par 292
6506 E. 15th		W18-5695
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Wichita, Kansas 67206	Wichita, Kansas 66201	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Nineteen thousand and no/100ths dollars ($19,000.00) ---------- *Dollars,*

of which Two thousand and no/100ths dollars ($2,000.00) ---------- ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Seventeen thousand and no/100ths dollars ($17,000.00) ---------- *Dollars,*

the said Paul J. Drees and wife, Evelyn C. Drees *have executed*

their Installment Deed Note dated November 1, 1979 bearing interest at nine percent (9%) per annum, with said principal and interest payable in equal monthly installments, with the first payment due November 5, 1979, in the amount of Two hundred forty and 73/100ths dollars ($240.73) and a like amount due on the 5th day of each succeeding month thereafter until the entire amount of principal and interest are fully paid,

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, James R. Smith, Jr. and Elizabeth Smith Carter (a/k/a Mrs. J. C. Carter), being the sole heirs-at-law of Edward G. Smith

have this day bargained and sold, and do hereby transfer and convey unto the said Paul J. Drees and wife, Evelyn C. Drees, their

(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being the westerly 14 1/2 feet of Lot No. 112 and the easterly 35 1/2 feet of Lot No. 113 on the Plan of Williams' First Addition to Edgefield, now East Nashville, as of record in Book 21, page 45, Register's Office for said County.

Said parts of Lots Nos. 112 and 113 front together 50 feet on the northerly side of Boscobel Street and run back between parallel lines, 175 feet to an alley.

Being the same property conveyed to Edward G. Smith by deed from Fred C. Young and wife, Mary Elizabeth Young of record in Book 3957, page 233, Register's Office for said County. The said Edward G. Smith, now deceased, conveyed said property to his mother, Annie Mazie Smith, of record in Will Book 91, page 366. The said Annie Mazie Smith, now deceased, conveyed said property to her children, James Robert Smith, Jr. and Elizabeth Smith Carter of record in Will Book 129, page 419.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $ 19,000.00

Subscribed and sworn to before me, this the 20th day of March 19 80

x James R. Smith, Jr. Affiant

My commission expires: 1-18-1982 (Affix Seal)

Lu Ann Hollingsworth Notary Public

This is unimproved ( ) improved (X) property, known as 819 Boscobel Street, Nashville, TN. 37206 (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 Paul J. Drees and wife, Evelyn C. Drees, their *(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.* except for 1979 taxes

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Paul J. Drees and wife, Evelyn C. Drees, their *(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 Paul J. Drees and wife, Evelyn C. Drees *hereinafter referred to as trustors, hereby transfer and convey unto* John D. Lentz, *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 $ max. value, *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 Registers 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.

Witness our hand s this 20 day of March, 1980, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

x James R. Smith, Jr.
James R. Smith, Jr.

x Elizabeth Smith Carter
Elizabeth Smith Carter

x Ruby Smith
Ruby Smith (a/k/a Mrs. James R. Smith, Jr.)

x Paul J. Drees
Paul J. Drees

x Evelyn C. Drees
Evelyn C. Drees

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Lee Ann Hollingsworth, *a Notary Public in and for said County and State,* James R. Smith, Jr., Elizabeth Smith Carter, and Ruby Smith

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* 20th *day of* March, *19* 80

Lee Ann Hollingsworth *Notary Public*

Commission expires 1-18-1982

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 .....

INSTALLMENT DEED

FROM

JAMES R. SMITH, JR. and

ELIZABETH SMITH CARTER

TO

PAUL J. DREES and wife,

EVELYN C. DREES

THIS INSTRUMENT PREPARED BY:

JOHN D. LENTZ
Attorney-at-Law
226 Third Avenue, North
Fourth Floor
Nashville, Tennessee 37201
615/327-3000

Compliments of

GUARANTY TITLE
Office of
CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE

BOOK 5591 PAGE 852

STATE OF KANSAS)
COUNTY OF Sedgwick)

Personally appeared before me, Ralph E Heinrichs a Notary Public in and for said County and State, Paul J. Drees and wife, Evelyn C. Drees 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 Wichita, Kansas, this 27th day of March, 1980.

Ralph E. Heinrichs
Notary Public

My Comm. Expires: 1-29-83

RALPH E. HEINRICHS STATE NOTARY PUBLIC SEDGWICK CO. KANS.

F 8 5 4 7 4

IDENTIFICATION REFERENCE

APR 17 2 10 PM '80

REGISTER'S OFFICE
DAVIDSON COUNTY, TENN.

4545 04/17 73.90- CHECK

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____ BOOK 5591 PAGE 853

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
			19000.00-	CO
			17000.00-	MO
			49.40	CO TX
			15.00	MO TX
			.50	PRFEE
			9.00	WDEED
			CHECK	73.90-
4045A04/17/60			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F-85474

IDENTIFICATION REFERENCE

APR 17 2 10 PM '80

REGISTER
DAVIDSON COUNTY, TENN.

No. 752930