FILE BOX 31

CORRECTED INSTALLMENT DEED

Installment Deed

This instrument prepared by:
Dale L. Stegall
Harwell, Barr, Martin, & Sloan, PC
400 Metropolitan Federal Tower

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Jonathan J. Kornau, et ux	(Same as owner)	Map 29
(NAME): 550 HARDING PLACE #A-114	(NAME):	Parcel 297 (Part)
(STREET ADDRESS OR ROUTE NUMBER): NASHVILLE, TN 37211	(STREET ADDRESS):	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

Re-Record

BOOK 5801 PAGE 462

BOOK 5781 PAGE 876

FOR AND IN CONSIDERATION of the sum of FOURTEEN THOUSAND FIVE HUNDRED AND 00/100 ($14,500.00) *Dollars,*

of which FIVE THOUSAND AND 00/100 ($5,000.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder NINE THOUSAND FIVE HUNDRED AND 00/100 ($9,500.00) *Dollars,*

Jonathan J. Kornau and wife, Anne M. Cianciolo

ha ve *executed*

a promissory note with interest at 11% per annum, payable in 120 equal monthly installments of principal and interest, each in the amount of $130.87 payable to Charles R. Jackson and Elizabeth Averitt and Thomas N. Bateman as co-executors of the Estate of Carlton Averitt, Deceased,

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, Charles R. Jackson and Elizabeth Averitt and Thomas N. Bateman, co-executors of the Estate of Carlton Averitt, Deceased,

have this day bargained and sold, and do hereby transfer and convey unto the said Jonathan J. Kornau and Anne M. Cianciolo,

their *(successors), heirs and assigns,*

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

Land in the 14th Civil District, being Lot. No. 7 of the Jackson and Averitt property according to a survey dated May 1, 1980, by Barry Greer and Associates, land surveyors, Tennessee registered survey no. 211. Said Lot No. 7 beginning at an iron pin in the margin of Gray's Point Road, thence north 00° 51' 42" east 1,176.02 feet to a point, thence north 89° 18' east 207.0 feet to a point, thence south 00° 51' 42" east 1,285.25 feet to a point at Gray's Point Road, thence north 62° 32' 42" west 231.40 feet to the point of beginning. Said lot no. 7 contains 5.8 acres more or less.

Being a portion of the same property conveyed to Carlton Averitt and Charles R. Jackson by deed of record in Book 5341, page 88, Register's Office for Davidson County.

This conveyance is further made subject to certain restrictions and covenants which restrictions and covenants shall run with the land and shall be binding upon all subsequent owners and be enforceable by the parties herein and all subsequent owners of the property hereby conveyed or any portion hereof as enumerated and set forth on attached Exhibit A incorporated herein by reference.

1981 Property taxes are assumed by the grantees hereunder.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 14,500.00

Subscribed and sworn to before me, this the 11th day of August, 19 81

Jonathan O'Kuan
Affiant

My commission expires: Oct. 20, 1984
(Affix Seal)

Vicki Lynn Brown
Notary Public

This is improved ( ) unimproved (X) property, known as (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 Jonathan J. Kornau and Anne M. Cianciolo and 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.*

We *further covenant and bind* ourselves and our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Jonathan J. Kornau and Anne M. Cianciolo and 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 Jonathan J. Kornau and Anne M. Cianciolo,

hereinafter referred to as trustors, hereby transfer and convey unto Dale L. Stegall, *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 $ None, *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.*

08/13 51.70- CHECK

2079

Re-recorded

BOOK 5801 PAGE 463

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.

BOOK 5781 PAGE 877

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 this 11th day of August, 19 81, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

JONATHAN J. KORNAU — Jonathan J. Kornau

ANNE M. CIANCIOLO — Anne M. Cianciolo

CHARLES R. JACKSON — Charles R. Jackson

ELIZABETH B. AVERITT — Elizabeth Averitt

THOMAS N. BATEMAN — Thomas N. Bateman

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Vicki Lynn Brown, *a Notary Public in and for said County and State,* Jonathan J. Kornau, Anne M. Cianciolo,

the within named bargainor.S., 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* 11th *day of* August, 19 81

Vicki Lynn Brown — Notary Public

VICKI BROWN NOTARY PUBLIC

Commission expires Oct. 20, 1984

STATE OF TENNESSEE
COUNTY OF MONTGOMERY

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Charles R. Jackson, Elizabeth B. Averitt and Thomas N. Bateman, Co-Executors of the Estate of Carlton Averitt, deceased, the within named bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therin contained.

WITNESS my hand and official seal, this the 11th day of August, 1981.

Colleen Y. Smith
NOTARY PUBLIC

My Commission Expires: July 24, 1985

INSTALLMENT DEED

FROM
Charles R. Jackson, and Elizabeth B. Averitt and Thomas N Bateman, Co-Executors of the Estate of Carlton Averitt, Deceas

TO
Jonathan J. Kornau and Anne M. Cianciolo

G 55047

IDENTIF. REFERENCE

Aug 13 10 55 AM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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

EXHIBIT A

Restrictions and Covenants

Re-Recorded
BOOK 5801 PAGE 464

1. No mobile homes permitted even if used temporarily while constructing a permanent house.

2. Houses to contain not less than 1,400 square feet of living area.

3. Houses to be constructed of brick or stone or an approved combination of these.

4. No poultry or swine permitted.

5. Houses must be set back 60 feet from road and must be at least 20 feet from lot sidelines.

6. Detached garages must be at least 30 feet from rear of house.

7. Barns to be at least 300 feet from rear of house.

8. No resubdivision of tracts of five acres or less.

9. Only one family or duplex houses permitted. Duplex if side-by-side must contain 2,200 square feet.

10. No garages for public use to be maintained nor the storing of old or junk cars.

SEP 30 3 17 PM '81
REGISTER
DAVIDSON COUNTY, TENN.
REFERENCE
62049
637 09/30 9.00- CHECK