This Instrument Prepared By: Harris A. Gilbert, Attorney, 13th Floor, Third National Bank Building, Nashville, Tennessee 37219.

Installment Deed

Mail

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Richard James Stelzer	Same	83-5-268 KS
an unmarried man	(NAME)	
709 N 12th Street	709 N 12th Street	
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	BOOK 5822 PAGE 774
Nashville TN	Nashville TN	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of SEVENTY THOUSAND AND NO/100's ($70,000.00) *Dollars,*

of which TWO THOUSAND FIVE HUNDRED AND NO/100's ($2500.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder SIXTY-SEVEN THOUSAND FIVE HUNDRED AND NO/100's ($67,500.00) *Dollars,*

RICHARD JAMES STELZER *ha*S *executed* in the amount of $27,802.76, a Promissory Note bearing interest at the rate of 9% per annum, the first payment being due September 1, 1982 and thereafter on or before September 1 of each consecutive year for a period of 12 years, with an annual payment of principal and interest of $3533.55 payable to Civia O. Stelzer, her heirs and assigns, and Richard James Stelzer has assumed one-half of the present mortgage deed of trust note on said property, present balance being $42,197.24 as of September 1, 1981, which balance shall be paid by Richard James Stelzer.

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,

I, Civia O. Stelzer,

have this day bargained and sold, and do hereby transfer and convey unto the said

Richard James Stelzer, an unmarried man, his *(successors), heirs and assigns,*

my one-half undivided interest in certain property in Davidson County, Tennessee, to-wit:

BEING Lots Nos. 4 and 6 on the Map of Bransford Realty Company's Subdivision of Lots Nos. 26, etc. in Edgewood Plan, as of record in Book 421, page 49, Register's Office for said County, and described as follows:

Beginning at a point in the east margin of North 12th Street at the corner of Lots Nos. 4 and 5, being 75 feet south of the south margin of an unnamed 50 foot street shown on said plan; thence with the line between Lots 4 and 5, easterly 200 feet to the southwest corner of Lot No. 6; thence with the line between Lots 5 and 6, northerly 72.9 feet to the southerly margin of said 50 foot street; thence with the margin of same, easterly 15 feet to a point; thence along the easterly line of Lots Nos. 6 and 4, southerly 152.5 feet to a point in the northerly margin of an alley; thence with the margin of said alley, westerly 34.2 feet to a turn in said alley, and continuing with the westerly margin thence with the line between Lots 3 and 4, westerly 209.3 feet to the east margin of North 12th Street; thence with the margin of same, northerly 117.3 feet to the beginning.

BEING the same property conveyed to Civia O. Stelzer and Irene S. Lewis by Deed from Charles Campbell Brown, Jr. and wife, Diane J. Brown, of record in Book 4417, Page 857, 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 $ 70,000.00

Subscribed and sworn to before me, this the 1st day of September 19 81

Civia O. Stelzer
Affiant

My commission expires: (Affix Seal)

Notary Public

This is unimproved ( ) improved (X) property, known as 709 North 12th Street, Nashville, Tennessee
(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

Richard James Stelzer, an unmarried man, his *(successors), heirs and assigns forever.* I *covenant that* I am *lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.*

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Richard James Stelzer, 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

Richard James Stelzer

hereinafter referred to as trustors, hereby transfer and convey unto Harris A. Gilbert, *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 $, 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 my hand this 1st *day of* September, 1981, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Civia O. Stelzer
CIVIA O. STELZER

Richard James Stelzer
RICHARD JAMES STELZER

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Bettye Burt Abernathy, *a Notary Public in and for said County and State,* Davidson County, Tennessee CIVIA O. STELZER

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

Witness my hand and official seal at Nashville, *Tennessee, this* 23rd *day of* October, 1981.

Bettye Burt Abernathy *Notary Public*

Commission expires 4-18-82

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

Personally appeared before me, Carolyn M. Watson, a Notary Public in and for said County and State, RICHARD JAMES STELZER, 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 Los Angeles, Calif., this 28TH day of October, 1981.

Carolyn M. Watson
NOTARY PUBLIC

Commission Expires:
April 15,1983

OFFICIAL SEAL
Carolyn M. Watson
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires April 15, 1983

INSTALLMENT I
FROM
TO

G 6 9 5 1 7

IDENTIFICATION REFERENCE

Nov 25 3 16 PM '81

REGISTER
DAVIDSON COUNTY, TENN.

Compliments of
Chicago Title Insurance Comp
First Floor — First American Ce
Phone 255-4631
NASHVILLE, TENNESSEE 372

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

BOOK 5822 PAGE 776

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
			70000.00-	CO
			27802.76-	MO
			162.00	CO TX
			25.80	MO TX
			.50	PRFEE
			6.00	WDEED
			CHECK	214.30-
9873A	11/25/81		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

669517

IDENTIFICATION REFERENCE

Nov 25 3 16 PM '81

REGISTER
DAVIDSON COUNTY, TENN.

No. 854901