INSTALLMENT DEED

BOOK 5846 PAGE 479

For and in Consideration of the sum of $12,500.00

Twelve Thousand Five Hundred and 00/100 ($12,500.00) Dollars,

of which No Dollars,

has been paid in cash by Charles B.Kretsinger and wife, Linda D. Kretsinger

the receipt of which is hereby acknowledged, and for the remainder of $12,500.00

Twelve Thousand Five Hundred and 00/100 ($12,500.00) Dollars,

the said Charles B. Kretsinger and wife, Linda D. Kretsinger have executed an Installment Deed Note of even date herewith, in the principal sum of Twelve Thousand Five Hundred and 00/100 ($12,500.00) Dollars payable to John D. Conner in 89 monthly installments as follows: Beginning on the 1st day of January, 1982, the sum of Two Hundred and 00/100 ($200.00) Dollars and thereafter the sum of Two Hundred and 00/100 ($200.00) Dollars on the 1st day of each succeeding month, the last installment for the sum of One Hundred Thirty and 56/100 ($130.56) dollars being due on the 1st day of May, 1989. Said monthly installments include interest at the rate of 10% per annum.

all of said notes bearing ten 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, I, John D. Conner, unmarried,

have this day bargained and sold, and do hereby transfer and convey unto the said Charles B. Kretsinger and wife, Linda D. Kretsinger, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being the westerly 40 feet of the easterly 80.5 feet front and the westerly 40.5 feet of the easterly 83.5 feet rear of Lot No. 30, on the Plan of George Burrus Subdivision of Lot No. 81 of the Maplewood Home Tract, of record in Book 421, page 178, Register's Office for Davidson County, Tennessee.

Said part of said lot fronts 40 feet on the south side of Virginia Street or Avenue and runs back between lines 243.8 feet on the easterly line and 246.1 feet on the westerly line to the north line of Lot No. 13 on which it measures 40.5 feet.

Being the same porperty conveyed to John D. Conner by deed from Clara Hollis Davis, a widow, of record in Book 5230, page 459, Register's Office for Davidson County, Tennessee.

This is unimproved ( ) improved (X) property, known as 1004 (House Number) Virginia Ave. (Street) Nashville, Tenn. 37216 (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 Charles B. Kretsinger et ux, Linda D. Kretsinger, their 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 our heirs and representatives, to warrant and forever defend the title to said real estate to said Charles B. Kretsinger and wife, Linda D. Kretsinger, their 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 us in hand paid, we, the said Charles D. Kretsinger and wife, Linda D. Kretsinger

do hereby transfer and convey unto John T. Blankenship, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

we, the said Charles B. Kretsinger and wife, Linda D. Kretsinger

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 $12,500.00 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.

we 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 we 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 we, the said Charles B. Kretsinger et ux, Linda D. Kretsinger 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 we 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 we 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. we 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. we 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 Charles B. Kretsinger et ux, Linda D Kretsinger their representatives or assigns.

The indebtedness secured by this Installment Deed cannot be transferred or assumed without the written consent of John D. Conner, mortagee.

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 John T. Blankenship, 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 John D. Conner and Charles B. Kretsinger and wife, Linda D.Kretsinger hereunto set our hands at Nashville, Tennessee, this the 16th day of January, 19 81

John D Conner

Charles B. Kretsinger

Linda D. Kretsinger

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Paul G. Blankenship, a Notary Public in and for said County and State, the within named John D. Conner and Charles B. Kretsinger and wife, Linda D. Kretsinger

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 Tennessee, this 16th day of January, 1982

Paul G Blankenship, Notary Public.

Commission Expires July 21, 1984

PAUL G. BLANKENSHIP NOTARY PUBLIC DAVIDSON CO.

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 .

, Notary Public.

Commission expires .

(over for additional acknowledgements)

G 7 7 8 9 4

IDENTIF. REFERENCE

JAN 29 11 42 AM '82

FELIX Z. ANDERSON REGISTER
DAVIDSON COUNTY, TENN.

RUSH

INSTALLMENT DEED

FROM

TO

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

TITLE CO. NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Charles B. Kretsinger (NAME)	Charles B. Kretsinger (NAME)	Map 61-11
1004 Virginia Ave. (STREET ADDRESS OR ROUTE NUMBER)	1004 Virginia Ave. (STREET ADDRESS)	Parcel 146
Nashville, Tenn. 37216 (CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee 37216 (CITY) (STATE) (ZIP)	15DZ 4630

THIS INSTRUMENT WAS PREPARED BY

Paul G. Blankenship
Attorney at Law
3311 Gallatin Road
Nashville, Tennessee 37216

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

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

$ 12,500.00 Charles B. Kretsinger
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 26th DAY OF January, 1982

Paul G. Blankenship
Notary Public

MY COMMISSION EXPIRES: July 21, 1984

(AFFIX SEAL)

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

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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
			1850.00- CO	
			1850.00- MO	
			32.50 CO TX	
			18.50 MO TX	
			.50 PRFEE	
			18.00 WDEED	
			CASH	55.50-
			0297AU1/29/82 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 7 7 8 9 4

IDENTIF. REFERENCE

JAN 29 11 42 AM '82

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

No. 864928