BOOK 5854 PAGE 17

File 4

3552

02/22 92.50- CHECK

This Form furnished by Attorneys Title Company, Inc.

**INSTALLMENT DEED**

Form No. WD - 4

**FROM**

C. V. RUSCH and wife,
ETHEL D. RUSCH

**TO**

KENNETH A. KITTINGER and wife,
MINNIE E. KITTINGER

For draftsman's use

THIS INSTRUMENT PREPARED BY
FOLEY & WEISS, ATTYS.
SUITE 908 FIDELITY FEDERAL BLDG.
NASHVILLE, TENNESSEE 37219

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| KENNETH A. KITTINGER (NAME) | "OWNER" (NAME) | 70-13-148 |
| 2804 Scarlet Road (STREET ADDRESS OR ROUTE NUMBER) | (STREET ADDRESS) | 81-1-3 |
| Winter Park, Florida 32789 (CITY) (STATE) (P. O. ZIP) | (CITY) (STATE) (ZIP) | |

(FOR REGISTER'S USE)

IDENTIFICATION REFERENCE

FEB 22 9 55 AM '82

FELIX A. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

G 80510

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 25,000.00 Kenneth A. Kittinger
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 16th DAY OF February 1982

Notary Public

MY COMMISSION EXPIRES: 4/22/84

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of TWENTY FIVE THOUSAND and No/100 ($25,000.00) DOLLARS

of which $ 2,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed their joint promissory note of even date herewith payable to the order of the Grantors herein in monthly installments as follows: On or before the 12th day of March, 1982, the sum of $261.31 and thereafter on the 12th day of each succeeding month a like sum, including interest at the rate of 12½% with the final installment, if not sooner paid being due and payable on the 12th day of February 1992. Payments to be credited first to the payment of interest on the unpaid principal balance as shall from time to time remain unpaid, remainder to principal. Grantees hereby take title subject to a first mortgage held by Fred W. Newman et ux, Mary Parker Newman, of record in Book 5851, page 808, Register's Office for Davidson County, Tennessee, for which grantors agree to remain liable for and pay out of the proceeds of the above referenced loan. Provided however, that the grantees may assume said loan upon paying grantors the difference owing on this loan and that owing on **** and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

We, C. V. RUSCH and wife, ETHEL D. RUSCH,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

KENNETH A. KITTINGER and wife, MINNIE E. KITTINGER

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being parts of Lots 42, 43 and 44 on the Map of Hailey's Subdivision of part of Block 5 in G. T. Sheegog's Subdivision at Bordeaux, as of record in Book 547, page 155, Register's Office for said County, being Lot No. 42 and the northerly 78 feet of Lot 43 on the Revised Map of Hailey's Subdivision of part of Block No. 5 in G. T. Sheegog's Subdivision, not of record, described according to a survey made by Blanchard and Parrish, Surveyors, May 5, 1937, as follows:

Beginning at the most easterly corner of Lot 63 on the Map of Hailey's Subdivision of the Sheegog Plan, as of record in Book 547, page 155, of the Register's Office for said County, in the southwesterly margin of River Drive; running thence along said Drive, southeasterly 83.3 feet to an iron pin in the northwesterly margin of Hailey Avenue, as now located; thence along said Avenue southwesterly 158.2 feet; thence westerly and parallel with the dividing line between Lots 42 and 43, 150 feet; thence northerly 78 feet to the common corner of Lots 42, 43 and 63; thence northeasterly 140 feet to the beginning.

Being the same property conveyed to C. V. Rusch and wife, Ethel D. Rusch, by deed from Fred W. Newman and wife, Mary Parker Newman, of record in Book 5851, page 808, Register's Office for Davidson County, Tennessee.

This is unimproved ( ) improved (X) property, known as 1915 Hailey Drive, Nashville, Tennessee 37218
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

**** the first mortgage loan on any payment date.

This loan cannot be assumed without the prior written consent of the Grantors herein.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, 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 ourselves, our heirs and representatives, to warrant and forever defend the title to the said real estate to said grantees, 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 grantees herein do hereby transfer and convey unto Peter Weiss 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 grantees 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 $ 23,000.00 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 interest 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 grantees, 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; 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 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 advise 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 the grantees herein, their heirs, 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 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 the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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 grantors and grantees, have hereunto set our hands this the 16th day of February 19 82.

C. V. RUSCH

KENNETH A. KITTINGER

ETHEL D. RUSCH

MINNIE E. KITTINGER

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named C. V. Rusch and wife, Ethel D. Rusch, and Kenneth A. Kittinger,

the 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 16th day of Febraury, 19 82.

Notary Public.

Commission expires 4/22/84

STATE OF FLORIDA
County of SEMINOLE

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named Minnie E. Kittinger

the 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 Fern Park, Florida, this day of February 18, 19 82

Commission Expires Notary Public, State Of Florida At Large My Commission Expires Jan. 28, 1984 Bonded By SAFECO Insurance Company of America

Notary Public

**OFFICIAL RECEIPT**

**FELIX Z. WILSON, II**

**REGISTER OF DAVIDSON COUNTY**
**NASHVILLE, TENNESSEE**

RECEIVED OF _____

FOR BOOK 5854 PAGE 19

| | | |
|---|---|---|
| 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 |
|---|---|---|---|---|
| | | | 25000.00- | CO |
| | | | 23000.00- | MO |
| | | | 65.00 | CO TX |
| | | | 21.00 | MO TX |
| | | | .50 | PRFEE |
| | | | 6.00 | WDEED |
| | | | CHECK | 92.50- |
| | | 3592 | A02/22/82 BAL | .00 |

**RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK**

G 8 0 5 1 0

IDENTIF. REFERENCE

FEB 22 9 55 AM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

**No.** 868083