Installment Deed

THIS INSTRUMENT PREPARED BY:
William T. Bozeman, Attorney
344-4th Avenue, North
Nashville, Tn. 37219

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
John R. Kritsch and wife,	Same	72-4
Ada L. Kritsch 3819 N. Inglewood Circle	(NAME:)	129
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tn. 37216	(STREET ADDRESS)	FB # 1502 33200
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

BOOK 6153 PAGE 311

FOR AND IN CONSIDERATION of the sum of Forty Thousand and no/100---------- ($40,000.00)---------- *Dollars,*
of which Five Hundred and no/100 ($500.00)---------- *Dollars, has been paid in cash,*
the receipt of which is hereby acknowledged, and for the remainder of Thirty Nine Thousand Five Hundred and no/100 ($39,500.00)---------- *Dollars,*
John R. Kritsch and wife, Ada L. Kritsch *have executed*
one promissory note of even date herewith in the principal amount of $39,500.00, payable to the order of R. J. Bozman and wife, Maxine Bozman in consecutive monthly installments of $350.00 each, said monthly installments including principal and interest at the rate of 10-1/2% per annum, and beginning on the 1st day of August, 1983, and a like amount on the 1st day of each succeeding month until the entire sum, including principal and interest, is paid in full,

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, R. J. Bozman and wife, Maxine Bozeman (herein referred to as grantors)
have this day bargained and sold, and do hereby transfer and convey unto the said John R. Kritsch and wife, Ada L. Kritsch, (herein referred to as grantees), their *(successors), heirs and assigns,*
certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 6 of block "E" on the Plat of Inglewood Terrace, as of record in Book 1130, Page 1, Register's Office for said County.

Said lot No. 6 fronts 68 feet 9 inches on the northwesterly side of Inglewood Circle North and runs back between parallel lines 150 feet to a dead line.

Being the same property conveyed to R. J. Bozman and wife, Maxine Bozman by deed from Cecil T. Searcy and wife, Fairrell Searcy of record in Book 2646, page 177, Register's Office for Davidson County, Tennessee.

It is expressly agreed by the parties hereto that if all or any part of the property, or interest therein, is sold or transferred by the grantees herein without the prior written consent of the grantors herein, excluding (a) the creation of a lien or encumbrance subordinate to the vendor's lien herein retained, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, or (d) the grant of any leasehold interest of three (3) years or less not containing an option to purchase, grantors may, at their option, for any reason declare all the sums secured by this vendor's lien to be immediately due and payable. **

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }
The actual consideration or value whichever is greater, for this transfer is $ 40,000.00
Subscribed and sworn to before me, this the 7th day of October 19 83
Ada L. Kritsch
Affiant
My commission expires: (Affix Seal)
W. Bozeman
Notary Public

This is improved (X) unimproved ( ) property, known as 3819 N. Inglewood Circle, Nashville, Tennessee 37216
(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 John R. Kritsch and wife, Ada L. Kritsch, 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* John R. Kritsch and wife, Ada L. Kritsch, 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 John R. Kritsch and wife, Ada L. Kritsch
hereinafter referred to as trustors, hereby transfer and convey unto William T. Bozeman, *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 $ 39,500.00 *, 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* ~~xxxxxxxxxxxxxxxx~~ *the lawful owner or holder of said indebtedness as his interest may appear.*

**This conveyance is subject to easements, restrictions, setback lines of record, and taxes for the current year applicable to said property. Said taxes have been prorated for the current year and are assumed by the grantees herein.

OFFICIAL RECEIPT

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 ~~XXXXX~~ interest from the date of payment and shall be and become a part of the indebtedness secured hereby. at the maximum legal rate

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 6153 PAGE 312

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 30th day of June, 19 83, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

John R. Kritsch
John R. Kritsch

R. J. Bozman
R. J. Bozman

Ada L. Kritsch
Ada L. Kritsch

Maxine Bozman
Maxine Bozman

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Nancy C. Shields, a Notary Public in and for said County and State, R. J. Bozman and wife, Maxine Bozman, and John R. Kritsch and wife, Ada L. Kritsch

the within named bargainors, with whom I am personally acquainted, and who acknowledged that they or proved to me on the basis of satisfactory evidence executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 30th day of June, 1983.

Nancy C. Shields
Notary Public

Commission expires 4-21-85

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 .....

3536 INSTALLMENT DEED OK

FROM
R. J. BOZMAN, ET UX

TO
JOHN R. KRITSCH, ET UX

FELIX E. [illegible] REGISTER
DAVIDSON COUNTY, TN
OCT 7 12 18 PM '83

RUSH

IDENTIF. REFERENCE

Published by
Ticor Title Insurance Company
Public Square Building
344 4th Avenue North
NASHVILLE, TENNESSEE 37219

H 7.80

OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 6153 PAGE 313

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
			40000.00- CAMT.	
			39500.00- MAMT.	
			104.00 CSTAX	
			37.50 MSTAX	
			.50 PRFEE	
			6.00 WDEED	
			CHECK	148.00-
			3536A10/07/83 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H7.8811

IDENTIF. REFERENCE

OCT 7 12 18 PM '83

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN

No. 984625