Prepared by: Arthur K. Lowen, Attorney
201 4th Avenue North
Suite 1100
Nashville, Tn 37219

# Installment Deed

BOOK 8581 PAGE 746

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: (Mortgagee) | MAP PARCEL NUMBERS |
|---|---|---|
| John Kawinzi (NAME) | Jefferson Street Associates c/o Arthur K. Lowen (NAME) | Map 92-3 |
| 1408 Lischey Avenue (STREET ADDRESS OR ROUTE NUMBER) | 201 4th Avenue North, Ste. 1100 (STREET ADDRESS) | Parcel 12 |
| Nashville, TN 37207 (CITY) (P. O. ZONE) (STATE) | Nashville, TN 37219 (CITY) (ZONE) (STATE) | |

*FOR AND IN CONSIDERATION of the sum of* Thirty-eight thousand and 00/100 *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* , being Thirty-three thousand and 00/100 ($33,000.00) *Dollars,*

the Grantee, John Kawinzi (unmarried) *has executed*

an Installment Deed Note of even date here with, bearing interest at the rate of Ten Percent (10%) per annum, payable to the order of Jefferson Street Associates. The first payment is $117.53 (interest only) due on April 1, 1992. Thereafter, on the first day of each month, the sum of $318.78 (principal and interest), plus escrow for property taxes, shall be due, and any unpaid principal and interest are due on April 1, 2012.

*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, Arthur K. Lowen, Trustee, with full power to sell, transfer, convey, mortgage and encumber without joinder of any beneficiary,

*have this day bargained and sold, and do hereby transfer and convey unto the said* John Kawinzi (unmarried)

his *(successors), heirs and assigns,*

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

(SEE EXHIBIT "A" ATTACHED HERETO)

REGISTER'S OFFICE DAVIDSON COUNTY, TN
MAR 24 8 29 AM '92
IDENTIFICATION REFERENCE
9504

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $33000.00"

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $38,000.00

Subscribed and sworn to before me, this the 18th day of March, 19 92

John Kawinzi
Affiant

My commission expires: 3/29/92 (Affix Seal)

Notary Public

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

This is unimproved (X) improved ( ) property, known as 2018 Jefferson Street, Nashville, TN. 37208 (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 Kawinzi, 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.* , except as noted herein.

I *further covenant and bind* my beneficiaries, their *heirs and representatives, to warrant and forever defend the title to said real estate to said* John Kawinzi, 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* John Kawinzi *hereinafter referred to as trustors, hereby transfer and convey unto* Michael J. Philbin, *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* $38,000.00 *, 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 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 10 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 convenance 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 equity of redemption, statutory right of redemption, homestead, and all other exemptions and rights 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 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 words "Trustors" when used herein shall apply to parties both singular and plural.*

*Witness* my *hand* _____ *this* 18th *day of* March *19*92*, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

John Kawinzi
John Kawinzi

Arthur K. Lowen, Trustee
Arthur K. Lowen, Trustee

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STATE OF TENNESSEE
COUNTY OF DAVIDSON

*Personally appeared before me,* Louise Cates *a Notary Public in and for said County and State, the within named* John Kawinzi and Arthur K. Lowen, Trustee

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

*Witness my hand and official seal at* Nashville, Tennessee *this* 18th *day of* March, *19*92.

*My commission expires* 3/29/92 *Notary Public* Louise Cates

NOTARY PUBLIC STATE OF TENNESSEE AT LARGE

STATE OF TENNESSEE
COUNTY OF _____

*Before me,* _____, *a Notary Public of the State and County aforesaid, personally appeared* _____ *and* _____ *with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged* _____ *to be the* _____ *and* _____ *respectively of* _____, *the within named bargainor, a corporation, and that* _____ *as such* _____ *and* _____, *executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said* _____ *as* _____ *and attesting the same by the said* _____ *as* _____.

*Witness my hand and seal, at office in* _____, *this* _____ *day of* _____, *19*____.

_____ *Notary Public*

*Commission expires* _____

**INSTALLMENT DEED**

FROM
ARTHUR K. LOWEN, TRUSTEE

TO
JOHN KAWINZI

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

EXHIBIT "A"

The Land is described as follows: BOOK 8581 PAGE 748

Land in Davidson County, Tennessee, being the east 16 feet of Lot No. 11 and the west 34 feet of Lot No. 12 on the Map showing the subdivision of Lots Nos. 1 and 2 of the Harding Lytle tract of record in Book 57, page 123, Register's Office for Davidson County, Tennessee, and more particularly described as follows:

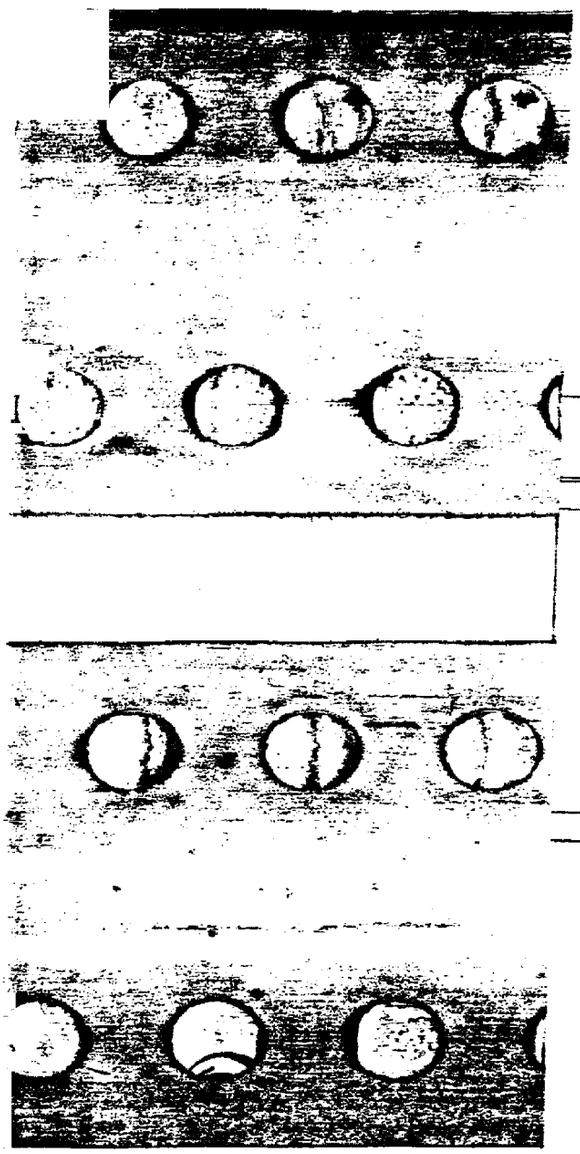
Beginning at a point in the northerly margin of Jefferson Street, said point being the southwest corner of the described lot; thence North 6 deg. 27 min. 4 sec. West, 104.56 feet; thence North 74 deg. 14 min. 18 sec. east 50.62 feet; thence South 6 deg. 27 min. 04 sec. East 110.66 feet to a point in the northerly margin of Jefferson Street, said point being the southeastern corner of said lot; thence South 81 deg. 08 min. 43 sec. West 50 feet to the point of beginning, containing 4,363.80 square feet, more or less.

This conveyance is expressly subject to a perpetual easement in favor of the State of Tennessee for the use and benefit of the Department of Highways for the construction and maintenance of sanitary sewers and/or storm drainage, as of record in Book 4187, Page 992, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Arthur K. Lowen, Trustee, his successors and assigns, with full power to sell, transfer, convey, mortgage and encumber without the joinder of any beneficiary, by Trustee's Deed from Michael J. Philbin, Successor Trustee, of record in Book 8030, page 298, Register's Office of Davidson County, Tennessee.

The foregoing description is the same as the previous deed of record, no boundary survey having been made in connection with this conveyance.

9537 03/24 0101 03CHECK 186.25



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

RECEIVED OF _____

FOR _____

BOOK 8581 PAGE 749

| | | |
|---|---|---|
| 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 |
|---|---|---|---|---|
| | | | | |

CAMT 38000.00
MAMT 33000.00
CON TX 140.60
MOR TX 35.65
PRFEE 1.00
WDEED 9.00
TOTAL 186.25
CHECK 186.25

03/24/92 01 08:29 0001 9537

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

95044

IDENTIFI REFERENCE

MAR 24 8 29 AM '92

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 513930