BOOK 9581 PG 757

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD - 4

FROM
JOHN H. OTEY, JR., ET UX

TO
JOHN KAWINZI

For draftsman's use

THIS INSTRUMENT PREPARED BY:

DAVID VINCENT
Attorney at Law
906 Stahlman Building
Nashville, Tennessee 37201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
John Kawinzi (NAME)	NO MORTGAGE ESCROW (NAME)	Map 81-15
1800 Jefferson St (STREET ADDRESS OR ROUTE NUMBER)	SEND TAX BILLS TO: (STREET ADDRESS)	Parcel 572
Nash. Tn. 37208 (CITY) (STATE) (P. O. ZIP)	SAME (CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

95 JAN 30 PM 1:43
REGISTER
DAVIDSON COUNTY, TN.

PICK-UP

29312
IDENTIF. & REFERENCE

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 35,000.00

John H. Otey
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 1st DAY OF February 1995.

Notary Public

MY COMMISSION EXPIRES: 2-27-97
(AFFIX SEAL)

NOTARY PUBLIC DAVIDSON COUNTY

FOR AND IN CONSIDERATION OF the sum of Thirty Five Thousand ----- And No/100 ($35,000.00) ----- DOLLARS

of which $ 5,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees has executed a promissory note of even date in the principal sum of $30,000.00, bearing interest at 10% per annum, payable to the order of John H. Otey, Jr., in monthly installments of $498.25 each, including principal and interest, commencing on the 1st day of March, 1995, and continuing monthly until fully paid. A late charge of 5% will be charged and paid on any monthly installments due and not paid on or before ten (10) days after due date,

MAXIMUM PRINCIPAL INDEBTEDNESS
FOR TENNESSEE RECORDING TAX
PURPOSES IS $30,000.00

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,

John H. Otey, Jr. and wife, Bettye G. Otey,

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

John Kawinzi,

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

Land in Davidson County, Tennessee, being the easterly 35 feet of Lot No. 6 in the subdivision of the Jane E. Gilliam property in North Nashville, a plan of which is of record in Plan Book No. 2, page 9, Chancery Court at Nashville, said easterly part of Lot No. 5 fronts 35 feet on the northerly side of Jefferson Street and runs back between parallel lines 194 feet, more or less, to an alley.

INCLUDED in the above but EXCLUDED therefrom is that portion thereof described in the Deed from Julia Otey to the State of Tennessee of record in Book 4169, page 814, said Register's Office.

Being the same property conveyed to Julia Otey, a widow, by deed from Panthea B. Harrington and husband, Nelson Paul Q. Harrington, of record in Book 4072, page 814, said Register's Office, the said Julia Otey having since died leaving John H. otey, Jr., her child, as her only heir at law.

This is unimproved ( ) improved (XX) property, known as 1808 (House Number) Jefferson Street (Street) Nashville, Tennessee 37208 (P. O. Address: City or Town) (Postal Zone)

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 David Vincent 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 $ 30,000.00 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 1st day of February, 19 95

John H. Otey Jr.
JOHN H. OTEY, JR.

John Kawinzi
JOHN KAWINZI

Bettye G. Otey
BETTYE G. OTEY

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me the undersigned authority, a Notary Public in and for said County and State, the within named John H. Otey, Jr. and wife, Bettye G. Otey, and John Kawinzi, the bargainors, 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 1st day of February, 1995.

Notary Public

Commission expires 9-27-97

6482 01/30 0101 03CHECK 170.70

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

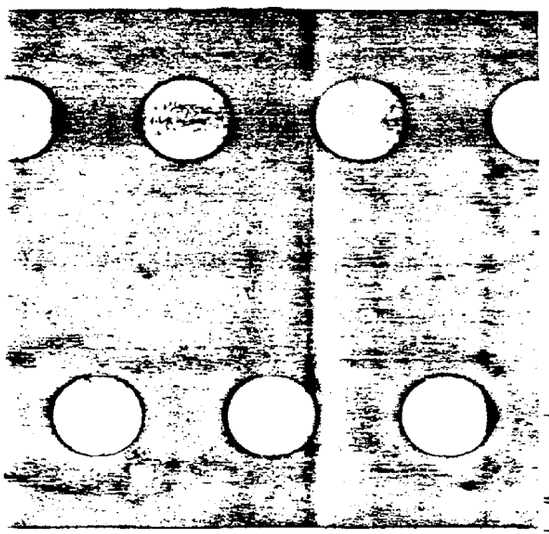
Before me, _____, a Notary Public of the State and County aforesaid, personally appeared _____ with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged ____self to be _____ of the _____, the within named bargainor, a corporation, 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 _____

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED



OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

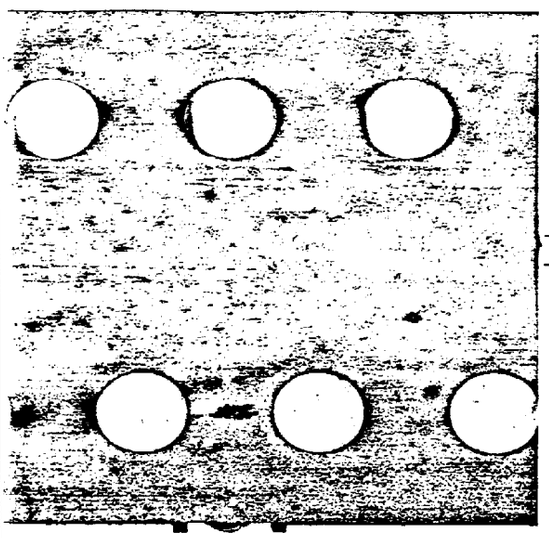
RECEIVED OF _____

FOR _____

BOOK 9581 PG 759

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	35000.00
MAMT	30000.00
CON TX	129.50
MOR TX	32.20
PRFEE	1.00
WDEED	8.00
TOTAL	170.70
CHECK	170.70

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

95 0001 6482

29312
IDENTIF. ⇑ REFERENCE

95 JAN 30 PM 1:43

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN.

No. 876256