0136055

IDENTIF. ↑ REFERENCE

BOOK 9901 PG 813

PICK-UP

95 DEC 28 PM 3:52

FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TN.

PREPARED BY:
FRANK S. KING, JR 12/28 0101 03CHECK 130.73
King & Ballow
1200 Noel Place
200 Fourth Avenue North
Nashville, Tennessee 37219-0373

INSTALLMENT DEED

Maximum principal indebtedness for Tennessee recording tax purposes is $10,806.05

ADDRESS NEW OWNER AS FOLLOWS:

M/M PAUL K. KAWINZI
928 Marina
Nashville, TN 37206

SEND TAX BILLS TO:

Same

MORTGAGEE:

E. A. SIRCY, JR.
P. O. Box 192
Madison, TN 37115

MAP & PARCEL NO.:

82-8-275
19w16665

For and in consideration of the sum of TWENTY-EIGHT THOUSAND AND NO/100 ($28,000.00) DOLLARS, of which FIVE THOUSAND AND NO/100 ($5,000.00) DOLLARS has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder PAUL K. KAWINZI and wife, SUSAN A. KAWINZI, hereby agree to assume and pay the balance ($12,317.35) owing under the terms of a vendor's lien retained in the deed from E. A. Sircy, Jr. and wife, Louise R. Sircy to Sunny Owunnah of record in Book 9703, page 522 R.O.D.C. to secure the payment of one note in the original principal amount of $13,000.00 dated June 8, 1995, and for the remainder ($10,806.05), Paul K. Kawinzi and wife, Susan A. Kawinzi, have executed an Installment Deed Note payable in monthly payments with interest, as therein specified, 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 SUNNY OWUNNAH and wife, MARY OWUNNAH, have this day bargained and sold and do hereby transfer and convey unto the said PAUL K. KAWINZI and wife, SUSAN A. KAWINZI, the Grantees herein, their successors, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

> LAND in Davidson County, Tennessee, being Lot No. 1 on the Map of Harts Addition as of record in Book 57, page 129, said Register's Office, more particularly described as follows:
>
> Said Lot No. 1 fronts 50 feet on the west side of McFerrin Avenue and runs back between parallel lines 153 feet, more or less, along the north margin of Mansfield Avenue to an alley in the rear.
>
> Being the same property conveyed to SUNNY OWUNNAH, a single person, by deed from E. A. SIRCY, JR. and wife, LOUISE R. SIRCY, of record in Book 9703, page 522, said Register's Office.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $28.000

Paul K KAWINSKI
AFFIANT

Subscribed and sworn to before me this 27th day of December, 1995.

My Commission Expires:

November 20, 1996

Kathryn Hicks
NOTARY PUBLIC

This is improved property known as 700 McFerrin Avenue, Nashville, Tennessee 37206.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantees, 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, except as noted of record.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Grantees, their successors, heirs and assigns, against the lawful claims of all persons.

Grantors further warrant that the heating and cooling systems are in good working order on the date of closing and if not, Grantors agree to promptly pay Grantees for necessary maintenance and repairs to restore the heating and air conditioning systems to good working order.

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 Grantees hereinafter referred to as trustor, hereby transfer and convey unto King & Ballow, 1200 Noel Place, Nashville, Tennessee, 37219, Trustee, its successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:

Trustor agrees 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 $_____, 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 their interest may appear.

Trustor further agrees 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 will adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements of said property in good repair and preservation, and in case

the trustee or its 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 trustor 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 8 percent interest and shall be and become a part of the indebtedness secured hereby from the date of payment.

Now, if trustor 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, trustor fails 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 its successor in trust, is hereby authorized and empowered, upon giving twenty days notice by three publications in any newspaper, daily or weekly, published in the county where the property is located, 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, statutory right of redemption, homestead, dower and all other exemptions of every kind, which are hereby expressly waived, and the said trustee, or its 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 the 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 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 trustor, 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 Register's Office for the county in which this deed of trust is recorded, and the title herein conveyed to the above named 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.

Witness our hands this 27th day of December, 1995, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

Sunny Owunnah
SUNNY OWUNNAH

Paul K Kawinzi
PAUL K. KAWINZI

Mary Owunnah
MARY OWUNNAH

Susan A Kawinzi
SUSAN A. KAWINZI

SELLERS

BUYERS

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, KATHRYN HICKS, a Notary Public in and for the State and County aforesaid, the within named SUNNY OWUNNAH AND MARY OWUNNAH, 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, Davidson County, Tennessee, this 27th day of December, 1995.

My Commission Expires:

November 20, 1996

Kathryn Hicks
NOTARY PUBLIC

NOTARY PUBLIC DAVIDSON COUNTY

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, KATHRYN HICKS, a Notary Public in and for the State and County aforesaid, the within named PAUL K. KAWINZI and SUSAN A. KAWINZI, 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.

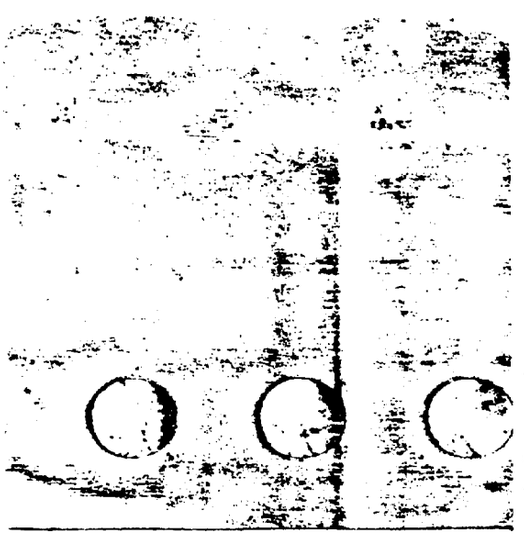
WITNESS my hand and official seal at Nashville, Davidson County, Tennessee, this 27th day of December, 1995.

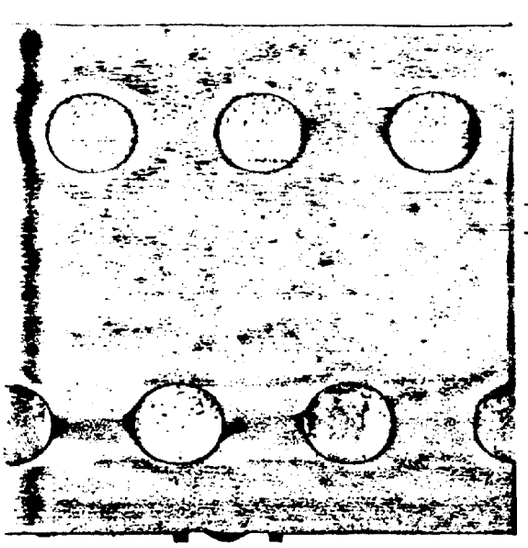
My Commission Expires:

November 20, 1996

Kathryn Hicks
NOTARY PUBLIC

NOTARY PUBLIC DAVIDSON COUNTY





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

RECEIVED OF _____

FOR _____

BOOK 9901 PG 817

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	28000.00
MAMT	10806.05
CON TX	103.60
MOR TX	10.13
PRFEE	1.00
WDEED	16.00
TOTAL	130.73
CHECK	130.73

12/28/95 01 15:52 0001 2642

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0136055
IDENTIF. ↑ REFERENCE

95 DEC 28 PM 3:52
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 991026