INSTALLMENT DEED

For and in Consideration of the sum of BOOK 11335 PAGE 165

Dollars,

of which Dollars,

has been paid in cash by Carroll V. Kroeger and wife, Grace Lee Kroeger,

the receipt of which is hereby acknowledged, and for the remainder THIRTEEN THOUSAND FOUR

HUNDRED AND NO/100 Dollars,

the said Carroll V. Kroeger and wife, Grace Lee Kroeger have executed their promissory note to Carroll V. Kroeger, II, in the original principal amount of $13,400.00 and due and payable upon the terms and conditions as therein set forth, said note

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DAVIDSON REGISTER
DAVIDSON COUNTY, TN.

IDENTIF. & REFERENCE

all of said notes bearing six per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, Carroll V. Kroeger, II, unmarried,

have this day bargained and sold, and do hereby transfer and convey unto the said Carroll V. Kroeger and wife, Grace Lee Kroeger, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LAND in Davidson County, Tennessee, being part of Block 58 in O. B. Hayes Rokeby Plan as recorded in Book 21, page 87, said Register's Office.

SAID part of Block 58 fronts 60 feet on the westerly side of Seventeenth Avenue South and runs back 164.5 feet on the southerly line and 164.5 feet on the northerly line to a line in the rear which measures 60 feet thereon.

BEING the same property conveyed to Carroll V. Kroeger, II, unmarried, by deed from Gopalo Rao and wife, Frances R. Rao of record in Book 5315, page 793, Register's Office for Davidson County, Tennessee.

It is understood and agreed that part of the consideration for the transfer of this property is the agreement of the grantees to assume the unpaid balance of a note secured by a first mortgage deed of trust to Fidelity Federal Savings & Loan Association, of record in Book 5315, page 795, said Register's Office, and that the escrow account in connection with the aforesaid deed of trust is hereby transferred to the said grantees.

4255 02/10 0101 03CHECK 81.69

This is unimproved ( ) improved (XX) property, known as 1617 17th Avenue South, Nashville, Tennessee 37212
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their 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.

I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to 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

do hereby transfer and convey unto WILKINS, ADAMS & SPICER, ATTORNEYS, a partnership 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 $ 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 interst 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 trust 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 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 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, their 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 ~~Wilkins, Adams & Spicer, Attorneys, a partnership~~, Trustee, shall be vested in said successor.

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 Carroll V. Kroeger, II, grantor, and Carroll V. Kroeger and wife, ~~XXX~~ and Grace Lee Kroeger, grantees

hereunto set our hands at Nashville, Tennessee, this the 10th day of July 19 81

Carroll V. Kroeger, II, grantor

Carroll V. Kroeger, grantee

Grace Lee Kroeger, grantee

STATE OF TENNESSEE
Davidson County

BOOK 11335 PAGE 167

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Carroll V. Kroeger, II, Carroll V. Kroeger, and Grace Lee Kroeger,

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 10th day of July, 19 81

Commission Expires _____, Notary Public.

STATE OF Colorado
Arapahoe **County.**

Personally appeared before me, ANDREW M. GIDUSKO, JR, a Notary Public in and for said County and State, the within named CARROLL V. KROEGER, II
CARROLL V. KROEGER
GRACE LEE KROEGER

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 Aurora Colorado this 1st day of July, 1981

Commission Expires 11-19-84

Andrew M Giduski Jr, Notary Public.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ..., a Notary Public of the State and County aforesaid, personally appeared ....., with whom I 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 .....

(over for additional acknowledgements)

BOOK 11335 PAGE 168

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $13,400.00".

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS
$ 13,400
Carroll Kroeger
AFFIANT
SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 10th DAY OF February 1994.
B. Edwards
Deputy Register

INSTALLMENT DEED

FROM

TO

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

YORLEY CO., NASHVILLE

Mail

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Carroll V. Kroeger et ux	Fidelity Federal Savings & Loan	104-08
(NAME)	(NAME)	
1617 17th Avenue South	401 Union Street	273
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville TN 37212	Nashville, TN 37219	
(CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

WILKINS, ADAMS & SPICER, ATTORNEYS
2033 Richard Jones Road
Nashville, TN 37215

PREPARED FROM INFORMATION FURNISHED BY THE PARTIES.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$_____ _____
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 10th DAY OF July 19 81.

_____
Notary Public

MY COMMISSION EXPIRES: _____
(AFFIX SEAL)

OFFICIAL RECEIPT

BILL GARRETT
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 11335 PAGE 169

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	CFEE - COMPUTER FEE	PRFEE - PROBATE FEE

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IDENTIF. & REFERENCE

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BILL GARRETT REGISTER
DAVIDSON COUNTY, TN.

			MAMT	13400.00
			CON TX	49.58
			MOR TX	13.11
			PRFEE	1.00
			WDEED	16.00
			CFEE	2.00
			TOTAL	81.69
			CHECK	81.69
02/10/99	01	10:01	0001	4255

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

No. 1423545