This instrument was prepared by W.Rufus Pardue,Attorney,224½ -4th Ave,N,Nashville,Tenn.,
(Chapter 363,House Bill 155,ACTS 1965)

Mail tax statement to: Perry W Moskovitz, 1720 West End Bldg.

Owner (Same)

PARCEL NO.FOREST HILLS, 5210,
MAP NO. 130-15 Par. 21

BOOK 3929 PAGE 851

Installment Deed

FOR AND IN CONSIDERATION of the sum of - - - - - - - ($ 10,500.00)- - - - - - - - - -

TEN THOUSAND FIVE HUNDRED AND No/100 - *Dollars,*

of which - ($ 2,500.00) - - - - - - - - - -

TWENTY FIVE HUNDRED AND NO/100 - - - - - - - - - - - - - *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder - - - ($8,000.00) - - - - - - - - -

EIGHT THOUSAND AND NO/100 - *Dollars,*

the said grantees, Perry W. Moskovitz and wife,Helen L. Moskovitz,have executed their one (1) joint and several promissory note, of even date herewith, in the principal sum of $8,000.00,payable to the order of the grantors, Cloud V. Eckhardt and wife, Helen E. Eckhardt,due and payable on or before June 1st, 1966,with interest from date at five (5%) per cent per annum; -

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, we, CLOUD V. ECKHARDT and wife, HELEN E. ECKHARDT,- -

have this day bargained and sold, and do hereby transfer and convey unto the said PERRY W. MOSKOVITZ and wife, HELEN L. MOSKOVITZ, -

their - *heirs and assigns,*

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

"Land in Davidson County, Tennessee, being lot No.7 on the Plan of Harpeth Valley Estates, Section No. 1, as of record in book 1835, page 86,Register's Office for said County.

Said lot No.7 fronts 125 feet on the southerly side of Tyne Boulevard and extends back 437.2 feet on the easterly line and 437.8 feet on the westerly line to a dead line, measuring 117 feet thereon.

Being the same real property conveyed to Cloud V. Eckhardt and wife,Helen E. Eckhardt, by deed from J.W.McMillen and wife, of record in book 2698,page 425, Register's Office for said County." -(Guaranty Title Company's Owner's G# 185 477).

The above described real property is VACANT LAND,-without improvements thereon - and is further identified as General Services District taxes for 1965,- PARCEL NO. FOREST HILLS, 5210 -and the taxes for 1965,books not ready,PRO RATED as of the date of this deed,settled between the parties and ASSUMED by grantees.

SUBJECT TO RESTRICTIONS AS FOLLOWS:

2. "Covenants as to annual pumping charge of $10.00 in connection with water system as set out in contract between Thomas J. Tyne et al,and J.L.Webb,Agent,of record in book 880,page 119,R.O.D.C.Tenn.,as contained in deed from Junior Realty Co, Robert M. Eskind,of record in book 2346,page 317,Register's Office for said County.

3. "EASEMENT for public utility purposes along rear line of premises, 75-foot building setback line from Tyne Boulevard, and conditions of owners certificate, as shown on plan in book 1835, page 86, R.O.D.C.,Tenn.,the latter providing that no lot shall be subdivided or changed to produce less area until a system of sewers is installed and approved, and not then if less area results than estabilised by restrictions on property."

4. "Restrictive covenants contained in deed from Nashville Trust Company, Trustee, to Arch Bishop, Jr., et al, dated May 31,1951, filed June 14,1951,and recorded in book 1977, page 210,R.O.D.C.Tenn.,

5. " Restrictive covenants contained in an instrument executed by Arch Bishop,Jr.,et al, dated August 24,1951, filed August 28, 1951, and recorded in book 2018,page 603, R.O.D.C.Tenn.,"

Restrictions expire twenty-five (25) years from date:

SEE ALSO, RESTRICTIONS numbered 1, 2, 3, 4 and 5 attached to TITLE Commitment, Guaranty Title Company, No. 185 477, dated August 27,1965,regarding dedication 50 feet of land fronting Tyne Blvd and running southwesterly direction to the proposed new street replacing Graham Road,etc.; and regarding free water taps on lots fronting on Tyne Blvd,etc.; and also cost and expense of construction of all roads,streets,bridges, water lines and other necessary facilities,etc.; and the area and frontage of certain lots,etc.; and also the minimum square feet of all houses,etc.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Perry W. Moskovitz and wife, Helen L. Moskovitz, *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,* except lien for 1965 taxes, which have been pro rated,as of the date ot this deed,settled between the parties and ASSUMED by the grantees.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Perry W. Moskovitz and wife,Helen L. Moskovitz,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 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 PERRY W. MOSKOVITZ and his wife, HELEN L. MOSKOVITZ, both of lawful age and sui juris, *hereinafter referred to as trustors, hereby transfer and convey unto* W.RUFUS PARDUE, *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 Insurable value *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 6 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 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 daor 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.

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 Register's 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.

IN WITNESS WHEREOF the parties to this instrument have signed their names, [redacted] on this the 31st *day of* August, *19*65.

Cloud V. Eckhardt

Helen E. Eckhardt

Perry M. Moskovitz

Helen L. Moskovitz

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* CLOUD V. ECKHARDT and his wife, HELEN E. ECKHARDT; and also PERRY M. MOSKOVITZ and his wife, HELEN L. MOSKOVITZ, *the within named bargainorS, 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* 31 *day of* AUGUST, *19*65.

Alice M. Mahon, *Notary Public*

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Commission expires April 25, 1966

STATE OF.....

COUNTY OF.....

Personally appeared before me, ...*, a Notary Public in and for said County and State,* .....

.....

the within named bargainor....., with whom I am personally acquainted, and who acknowledged that..... executed the within instrument for the purposes therein contained.

Witness my hand and official seal at.....,
this.....day of....., 19.....

.....*Notary Public*

Commission expires.....

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 corporatoin by .....self as.....

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

.....*Notary Public*

Commission expires.....

MAIL TO: P.W. MOSKOVITZ
3851 TWENTY WEST END AVE
NASHVILLE, TENN
37203

INSTALLMENT DEED

FROM

CLOUD V. ECKHARDT et ux, (Helen E.)

TO

PERRY W. MOSKOVITZ et ux, (Helen L.)

95546

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

AUG 31 2 29 PM '65

NOTED: BOOK 112 PAGE 353
RECORDING FEE $ 2.50
DEP. REG. 2

STATE TAX $ 15.75
PROBATE 50
TOTAL $ 16.25

AUG 31 1965

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
PAID AUG 31 1965
CT

Compliments of

Guaranty Title Company

A Division of

Kansas City Title Insurance Company

American Trust Building

S. W. Cor. Third & Union

NASHVILLE, TENNESSEE

W. RUFUS PARDUE
— LAWYER —
2214 FOURTH AVE., NORTH
NASHVILLE 3, TENNESSEE