Send Tax Statements to:
Jack Speller, et ux
Fair Forest Shop

Deed Prepared By:
BAILEY, EWING, DALE & BAILEY, Attys.
710-19 Nashville Trust Building
Nashville, Tennessee 37201

Map No.
Par. No.

BOOK 3964 PAGE 609

INSTALLMENT DEED Deadrick St.

MAP 93-06-3

For and in Consideration of the sum of Sixty-nine Thousand and 00/100 Par. 82 MS ($69,000.00) - Dollars,

of which Nineteen Thousand and 00/100 ($19,000.00) - - - - - - - - Dollars,

has been paid in cash by Jack Speller and wife, Sadye L. Speller,

the receipt of which is hereby acknowledged, and for the remainder

Fifty Thousand and 00/100 ($50,000.00) - - - - - - - - - - - - - - Dollars,

the said Jack Speller and wife, Sadye L. Speller, have

executed their promissory note of even date herewith, payable to the order of Joseph A. Friedman, Harry F. Friedman, Jane Friedman Myers, Stella A. Bornstein, and Laura M. Abrams, their heirs or assigns, or their designees, and payable in two hundred forty (240) monthly installments of Three Hundred Fifty-eight and 23/100 ($358.23) Dollars each, including principal and interest at the rate of 6% per annum. The monthly installments will continue for two hundred forty (240) months (20 years), or until two hundred forty (240) payments have been made. The right is reserved to prepay the unpaid balance of said note at anytime.

[illegible] 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, we, Joseph A. Friadman, Harry F. Friedman, Jane Friedman Myers, Stella A. Bornstein, and Laura M. Abrams, the sole heirs-at-law of Henry Abrams, deceased, have this day bargained and sold, and do hereby transfer and convey unto the said Jack Speller and wife, Sadye L. Speller, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being part of Lot No. 69 on the Original Plan of the Town of Nashville, not of record, described as follows:

Beginning at the northwest intersection of Broad Street and Fourth Avenue, North; thence with the westerly margin of Fourth Avenue, North northerly 129-1/2 feet to the southeast corner of the property conveyed to Eugene Rovegno, et al, of record in Book 931, page 524, Register's Office for said County; thence with said Rovegno's southern boundary line westerly 80 feet; thence southerly 59-1/2 feet to a point in the northern boundary line of the property conveyed to R. Komisar, et al, of record in Book 972, page 55, said Register's Office; thence with Komisar's northern boundary line easterly 31 feet 8 inches to said Komisar's northwest corner; thence with said Komisar's eastern boundary line southerly 70 feet to the northerly margin of Broad Street; thence with the same easterly 49 feet 8 inches to the beginning.

Being the same real property conveyed to Henry Abrams by four deeds, one from Josephine T. Hardin and husband, of record in Book 89, page 277; one from William B. Bate, etal, of record in Book 85, page 107; and one from Jacob Ellis and wife, of record in Book 91, page 512, said Register's Office, and the other from Jacob Bloomstein, of record in Book 56, page 235, said Register's Office.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Jack Speller and wife, Sadye L.Speller, 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 said real estate to said Jack Speller and wife, Sadye L. Speller, 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 Jack Speller and wife, Sadye L. Speller,

do hereby transfer and convey unto F. Clay Bailey, Jr., 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 Jack Speller and wife, Sadye L. Speller,

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 $ 50,000.00 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 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 Jack Speller and wife, Sadye L. Speller, 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 Jack Speller, et ux, 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 F.Clay Bailey, Jr., 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 Joseph A. Friedman, Harry F.Friedman, Jane Friedman Myers, Stella A. Bornstein, and Laura M. Abrams, and Jack Speller and wife, Sadye L. Speller,

hereunto set our hands at office, ~~Tennessee~~, this the 16 day of Nov 1965

Jack Speller
Jack Speller

Sadye L. Speller
Sadye L. Speller

X Laura M. Abrams

X Jane Friedman Myers

X Stella A. Bornstein
STELLA A. BORNSTEIN

X Harry F. Friedman
HARRY F. FRIEDMAN

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Alice McMahon, a Notary Public in and for said County and State, the within named Jack Speller and wife, Sadye L.Speller,

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 first day of December, 1965

Commission Expires April 25, 1966

Alice McMahon Notary Public.

STATE OF FLORIDA
DADE County.

Personally appeared before me, Stanley Berdick, a Notary Public in and for said County and State, the within named Joseph A. Friedman, Jane Friedman Myers and Laura M. Abrams,

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 Miami, Florida this 1 day of November, 1965

Commission Expires NOTARY PUBLIC STATE of FLORIDA at LARGE MY COMMISSION EXPIRES APR. 23, 1968 BONDED THROUGH FRED W. DIETRICH AGENCY

Stanley Berdick Notary Public

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STATE OF TENNESSEE
Davidson County

Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____ with whom I am personally acquainted and who upon (his oath / their several oaths) acknowledged (himself / themselves) to be the _____ and _____ respectively of the _____ the within named bargainor, a corporation, and that (he / they) as such _____ and _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said _____ as such _____, and attesting the same by the said _____ as such _____

Witness my hand and official seal at office at _____ on this the _____ day of _____, 19____

My commission expires _____

Notary Public

STATE OF MAINE
COUNTY OF Waldo

Personally appeared before me, Lillian R. Priden, a Notary Public in and for said County and State, the within named Harry F. Friedman, the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Palermo, Maine, this 26th day of November, 1965.

Lillian R. Priden
Notary Public

My comm. expires: April 7, 1966

Deed 186760

INSTALLMENT DEED

FROM Joseph A. Friedman, et al

TO Jack Speller, et ux

Attorneys Title Company

U 8 8 1 8

Title Guaranteed

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN.
Dec 2, 1965
DEC 2 3 26 PM '65
NOTED BOOK 113 PAGE 108
RECORDING FEE $ 3.25
DEP. REG. 2

DOCUMENTARY 50 CENTS 50
DOCUMENTARY 10 CENTS 10

192103

STATE OF MASSACHUSETTS
COUNTY OF Norfolk

Personally appeared before me, Henry Hughes, Notary Public in and for said County and State, the within named Stella A. Bornstein, the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Brookline, Massachusetts this 2nd day of November, 1965.

Henry Hughes
Notary Public

My comm. expires:

HENRY HUGHES
NOTARY PUBLIC
My Commission Expires November 15, 1968

DEC 2 1965
R. E. WORRALL
COUNTY COURT CLERK
PAID DEC 2 1965

TOTAL $ 10.50
PROBATE 50
PROBATE TAX $ 10.00