LAW OFFICES
BAILEY, EWING, DALE & BAILEY
NASHVILLE BANK & TRUST BUILDING
NASHVILLE 3, TENNESSEE

Deed Prepared By:
BAILEY, EWING, DALE & BAILEY, Att
710-19 Nashville Trust Buildin
Nashville, Tennessee 37201

INSTALLMENT DEED

BOOK 3981 PAGE 142

Address New Owners:
Jerome B.Guttman and
Mandell L.Cypress
1007 Murfreesboro Road
Nashville, Tenn. 37217

Send tax bills to:
Jerome B.Guttman and
Mandell L. Cypress
1007 Murfreesboro Road
Nashville, Tenn. 37217

Map-Parcel No.
MAP 107
PAR 35 mp

FOR AND IN CONSIDERATION of the sum of One Hundred Ten Thousand Dollars ($110,000.00) of which Fifteen Thousand Dollars($15,000.00) has been paid in cash, receipt of which is hereby acknowledged, and for the remainder, Ninety-Five Thousand Dollars ($95,000.00),JEROME B. GUTTMAN and MANDELL L. CYPRESS, have executed three installment notes, each in the sum of Thirty-One Thousand,Six Hundred Sixty-Six & 67/100 Dollars ($31,666.67) payable to order of Matthew M. CAMPBELL, MARY BAIRD CAMPBELL, and JEAN CAMPBELL KRAUT, respectively, each of said notes being due and payable in four (4) annual installments, the first three installments of each of said notes being in the amount of Nine Thousand,Three Hundred Thirty-Three & 33/100 Dollars ($9,333.33) each, and the fourth or last installment being in the sum of Three Thousand, Six Hundred Sixty-Six & 67/100 Dollars ($3,666.67),said installments being due and payable respectively January 1, 1967, 1968 and 1969, and the fourth and final installment of $3,666.67 being due January 1, 1970, together with interest at the rate of six percentum (6%) per annum,due and payable on the entire unpaid balance contemporaneously with each installment payment. All or any part of said notes may be paid at any time upon thirty (30) days notice in writing, without penalty, provided that (a) none of said notes, either principal or interest, shall at such time be in default; (b) interest upon the amount so paid at the rate of 6% per annum shall be paid at the time of such payment; (c) equal amounts shall be paid to each of the three note holders; and (d), any such principal payment shall, as to each note, be in the amount of $1,000.00, or multiples thereof, or the entire amount due upon the notes so paid, and the said notes provide for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest and attorney's

fees, a lien is expressly retained on the land conveyed herein, we the undersigned, MATTHEW M. CAMPBELL, MARY BAIRD CAMPBELL and JEAN CAMPBELL KRAUT, who may hereinafter be r eferred to as Grantors, have this day bargained and sold, and do hereby transfer and convey unto the said JEROME B. GUTTMAN and MANDELL L. CYPRESS, hereinafter referred to as Grantees, their heirs and assigns, forever in fee simple, certain real estate described as follows:

A certain tract or parcel of land situated in the 3rd Civil District of Davidson County, Tennessee, and described according to a survey of J. L. Murphy, Jr. Company, under date of December 3, 1965, as follows:

A part of Lot No. 7, as shown on the plan of Thomas Poole land, of record in Book 161, page 103, Register's Office for Davidson County, Tennessee, and further described as follows:

Beginning at an iron pin set in the northeasterly margin of Murfreesboro Road, and being the southerly corner of a tract of land conveyed to Socony Mobil Oil Company by deed of Matthew M. Campbell, et al, of record in Book 3788, page 538, Register's Office for said County; from said beginning point thence north 40° 00' east 160.0 feet to an iron pin, the easterly corner of said Socony Mobil Oil Company tract; thence north 50° 00' west 91.80 feet to an iron pin set in the southeasterly margin of Thompson Place, and the northerly corner of said Socony Mobil Oil tract; thence with the southeasterly margin of Thompson Place north 75° 56' 10" east 221.01 feet to a corner post; thence leaving said Thompson Place abd south 47° 09' 20" east 235.20 feet to a corner post; thence south 26° 10' 40" east 5.10 feet to an iron pin, a corner of the tract of land conveyed to Lenora Miller by deed of Russell Campbell, Executor, of record in Book 1278, page 52, said Register's Office; thence with the northwesterly boundary of said Lenora Miller property south 36° 02' 17" west 325.80 feet to an iron pin set in the northeasterly margin of Murfreesboro Road; thence with said margin of said road north 50° 00' west 300.0 feet to the point of beginning, and containing, according to said survey, 2.176 acres, be the same more or less.

Being a part of the property which was devised under the will of Lemuel R. Campbell, deceased, of record in Will Book 58, page 402, in the office of the County Court Clerk, of Davidson County, Tennessee, wherein the said property was devised to Matthew M. Campbell, Russell Campell, and Matthew M. Campbell and Russell Campbell as Trustees for William B. Campbell. The said Russell Campbell died testate in Davidson County, Tennessee, on August 6, 1963, and his will is of record in Will Book 79, page 205 in the office of the County Court Clerk of Davidson County, Tennessee; and in said will devised all of his property to Mary Baird Campbell. The said William B. Campbell died on the 14th day of March, 1965, and under the terms of the will of the said Lemuel R. Campbell, upon the death of the said William B. Campbell all property remaining in said trust became vested in Jean Marshall Campbell, daughter of the said William B. Campbell, who is now Jean Campbell Kraut.

The above described property is conveyed expressly subject to a minimum building setback line, 50 feet northeast of and parallel to the northeasterly margin of Murfreesboro Road, as provided in deed of Matthew M. Campbell, et als, to Socony Mobil Oil Company, Inc., of record in Book 3788, page 538, Register's Office for Davidson County, Tennessee, and no building, structure or appliances shall be constructed or maintained on said premises less than 50-feet from said margin of said Murfreesboro Road, and this shall constitute a covenant running with the land and binding upon the grantees, their heirs, representatives and assigns, provided, however, it is expressly agreed by Grantors that the said restrictive covenant may be abrogated, modified or waived with the consent of Socony Mobil Oil Company, Inc., its successors or assigns.

The said property is further conveyed subject to the rights, if any, of James Knight with respect to a radio antenna presently situated along the southeasterly boundary of said property.

This is unimproved property, known as No. Murfreesboro Road, Nashville, Tennessee.

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 the Grantors 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 set forth above.

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

Grantors agree and bind themselves, their representatives and assigns, that with each payment aggregating $28,000.00 upon the three installments notes, plus accrued interest on the entire principal balance, they will release their lien, as herein retained, as to 75-feet frontage along Murfreesboro Road, as follows: Release shall be made either on Lots A, B, C and D, as shown on the attached plot plan, which is expressly made a part of this deed as fully as if copied herein, or on Lots D, C, B and A in that order, as shown on said plot plan. Upon the final payment of the entire balance due, together with any unpaid interest, all property not theretofore released shall be released.

And now, for the purpose of better and more effectually securing the payment of said lien indebtedness; rendering unnec-

essary 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 trustors, hereby transfer and convey unto Andrew Ewing,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 which may hereafter be erected on said property insured in some reliable fire insurance company, or companies, for 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 owners or holders of said indebtedness as their interests may appear.

Trustors further agree to pay all taxes and assessments, thereon, general or special, including without limitation any sewer or water tax or rate assessed against the premises, and to pay them prior to delinquency, and upon demand of said Trustee or the lawful owners and holders of said indebtedness to pay, discharge or remove any and all liens which may hereafter be placed against said property and which shall or may adversely affect the liens of this instrument, or enforcement of the terms and provisions hereof. Trustors further agree to keep the improvements on said property in good repair and preservation, and in case the Trustee, or his successors or the lawful owners and holders 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 proceeding, together with a reasonable attorney's fee, shall be allowed, and be payable by Trustors upon demand of the Trustee or the lawful owners and holders of said indebtedness,

and, upon failure to do any of these things, then said Trustee, or the lawful owners and holders of said indebtedness may do any or all of these things, and the amounts so paid shall bear six (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 therein, 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, or Trustors fail to reimburse the Trustee, or lawful owners and holders of said indebtedness for all sums, with interest, so expended by said Trustee or lawful owners and holders of said indebtedness, and such default or defaults continue for a period of ten (10) days, this trust conveyance shall remain in full force and effect, and, at the option of the lawful owners and holders of the said indebtedness then past due and unpaid, they shall have the right to declare the entire balances owing on said indebtedness, and installments thereof, together with any other charges and expenses owing by Trustors under the terms of this conveyance, to be due and payable on any date not earlier than fifteen (15) days following delivery, by deposit in the United States mail with postage prepaid, of written notice addressed to Trustors of such intention, and provided Trustors shall not have cured such default or defaults within the said fifteen (15) day period, and the said Trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty (20) 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. The Trustee may, at any time after default in the payment of said indebtedness, enter and take possession of said property, and shall account only 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.

The lawful owners and holders of the said indebtedness are hereby authorized and empowered to name and appoint a successor Trustee 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.

IN WITNESS WHEREOF the parties to this instrument have executed same, on this the 8th day of December, 1965.

Marshall M. Campbell

Mary Baird Campbell

Jean Campbell Kraut

Grantors

Jerome B Guthman

Randall Effron

Grantees

BOOK 3981 PAGE 148

STATE OF NEW YORK)
)
COUNTY OF New York)

Personally appeared before me, HARRY McGRAIL, a Notary Public in and for said State and County, the within named Matthew M. Campbell, one of the bargainors, with whom I am personally acquainted, and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at New York, N. Y., this 8th day of December, 1965.

Harry McGrail
Notary Public

My Comm. expires: mar 30, 1966

HARRY McGRAIL
NOTARY PUBLIC, STATE OF NEW YORK
No. 41-7835900, Qualified in Queens County
Cert. filed in New York County
Term Expires March 30, 1966

STATE OF CALIFORNIA)
)
COUNTY OF San Diego)

Personally appeared beforeme, Marion L. Scott ~~Jean Campbell~~ Kraut a Notary Public in and for said State and County, the within named Jean Campbell Kraut, one of the bargainors, with whom I am personally acquainted, and who acknowledged that she executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at LaJolla, California, this 13th day of December, 1965.

Marion L. Scott
Notary Public

MARION R. SCOTT
NOTARY PUBLIC in and for the County of San Diego, State of California
My Commission Expires June 19, 1966

MARION R. SCOTT
NOTARY PUBLIC - CALIFORNIA
COUNTY OF SAN DIEGO

My Comm. expires: 6-19-66

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, Betty Poage, a Notary Public in and for said State and County, the within named Mary Baird Campbell, one of the bargainors, with whom I am personally acquainted, and who acknowledged that she executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 14th day of December, 1965.

Betty Poage
Notary Public

My Comm. Expires: 12-7-67

BOOK 3981 PAGE 149

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, Betty Paage a Notary Public in and for the said State and County, the within named Jerome B. Guttman and Mandell L. Cypress, the 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 office at Nashville, Tennessee, this 6th day of December, 1965.

Betty Paage
Notary Public

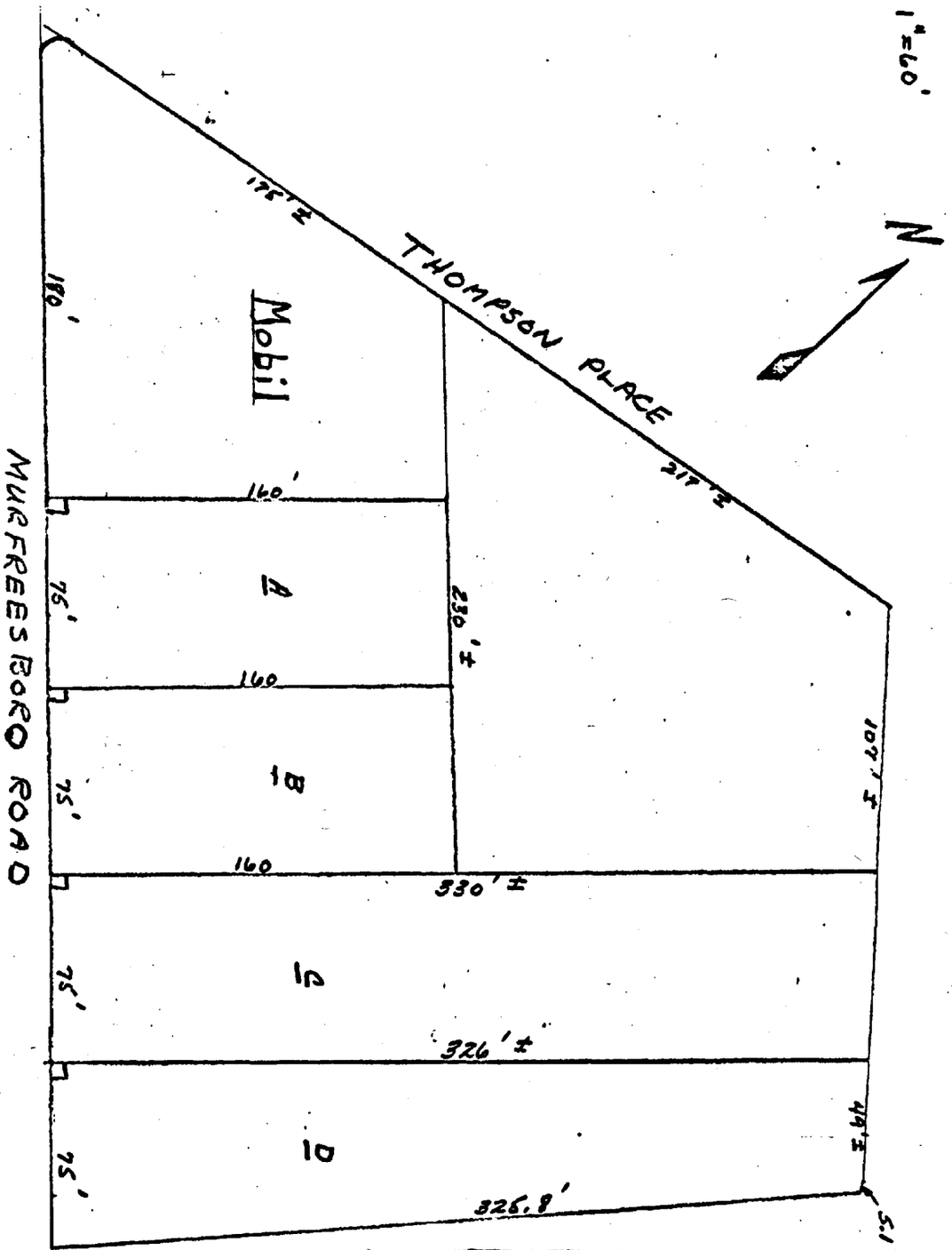
My Comm. expires: 10-25-67

784393

Enclosure (1) to Sales Contract

BOOK 3981 PAGE 150

Scale 1"=60'



BOOK 3981 PAGE 151

INSTALLMENT DEED

Matthew M. Campbell,

Mary Baird Campbell, and

Jean Campbell Kraut

to

Jerome B.Guttman, and

Mandell C. Cypress

- - - - -

15006

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

JAN 24 1 12 PM '56
NOTED: BOOK 113 PAGE 389
RECORDING FEE $ 650
DEP. REG. C

LAW OFFICES
BAILEY, EWING, DALE & BAILEY
NASHVILLE BANK & TRUST BUILDING
NASHVILLE, TENNESSEE 37201

STATE TAX $ 165.00
PRO[illegible] 50
TOTAL $ 165.50

JAN 24 1966

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
PAID JAN 24 1966