Installment Deed

BOOK 4021 PAGE 386

ADDRESS NEW OWNER (S) AS FOLLOWS	SEND TAX BILLS TO	MAP PARCEL NUMBERS
Nashville Jewish Community Center (NAME)	Nashville Jewish Community Center (NAME)	Part of
3500 West End Avenue (STREET ADDRESS OR ROUTE NUMBER)	3500 West End Avenue (STREET ADDRESS)	Parcel No.
Nashville, Tenn. 37205 (CITY) (P. O. ZONE) (STATE)	Nashville, Tenn. 37205 (CITY) (ZONE) (STATE)	9D-49000

THIS INSTRUMENT WAS PREPARED BY MARTIN & COCHRAN NASHVILLE, TENNESSEE

BY Joseph Martin, Sr.

FOR AND IN CONSIDERATION of the sum of One Hundred Sixty-Six Thousand Five Hundred Thirty and no/100-----($166,530.00)---------- *Dollars, of which* Fifty-Six Thousand and no/100-----($56,000.00)---------- ---------- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* One Hundred Ten Thousand Five Hundred Thirty and no/100----($110,530.00)---------- *Dollars,* Nashville Jewish Community Center, a general welfare corporation chartered under the laws of Tennessee, *has executed* and delivered its four (4) promissory notes of even date herewith payable to the order of Joseph Martin, Sr., Trustee, in the principal amounts of $33,159.00, $28,737.80, $24,316.60, and $24,316.60, all of which notes bear interest from date at the rate of 5-1/2% per annum payable annually, and each of which note is due and payable in three (3) equal annual installments, the first installment on or before one (1) year after date, and the remaining installments on or before two (2) and three (3) years after date,

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, I, Joseph Martin, Sr., Trustee, acting pursuant to the power conferred upon me by a certain deed of record in Book 3346, page 389, R.O.D.C., Tennessee, to which reference is hereby made,

have this day bargained and sold, and do hereby transfer and convey unto the said Nashville Jewish Community Center, a general welfare corporation chartered under the laws of Tennessee, its *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:* Land in the 9th Civil District of Davidson County, Tennessee, being a portion of the original 230.5 acre tract known as the Condra Property, and described according to a survey made by Turner Engineering Company, dated May 23, 1966, as follows: BEGINNING at a point in the center of Park Lane and the westerly boundary line of Warner Park Valley, Section 2, as of record in Book 3600, Page 20, Register's Office, Davidson County, Tennessee; thence, 1. South 20°-53' east, a distance of 139.79 feet to a concrete monument; thence, 2. South 34°-05' west, a distance of 137.59 feet to a concrete monument; thence, 3. South 6°-07' west, a distance of 388.69 feet to a concrete monument; thence, 4. South 75°-24' west, a distance of 166.45 feet to a concrete monument; thence, 5. North 67°-24' west, a distance of 390.81 feet to a concrete monument; thence, 6. South 27°-35' west, a distance of 178.83 feet to a point in the center of Percy Warner Boulevard (a 60' road); thence, 7. North 62°-25' west, a distance of 18.00 feet to a point in the center of Percy Warner Boulevard (a 60' road); thence, 8. South 27°-35' west, a distance of 136.57 feet to an iron pin in concrete; thence, 9. South 76°-30' west, a distance of 103.20 feet to an iron pin in concrete; thence, 10. North 61°-12' west, a distance of 207.90 feet to a point; thence, 11. North 82°-56' west, a distance of 365.60 feet to a point; thence, 12. North 0°-31' east, a distance of 202.58 feet to a point; thence, 13. In a westerly direction and with a 1347.5' radius curve to the left, a distance of 11.76 feet to a point; thence, 14. North 0°-01' east, a distance of 144.23 feet

to a point; thence, 15. North 42°-39' west, a distance of 94.00 feet to a point; thence, 16. North 13°-54' west, a distance of 653.57 feet to a point; thence, 17. North 14°-43' east, a distance of 220.30 feet to a point in a fence; thence, 18. South 82°-41' east, a distance of 179.91 feet to a point in a fence; thence, 19. South 88°-41' east, a distance of 43.28 feet to a point in a fence and a dead 15" hackberry tree; thence, 20. South 68°-38' east, a distance of 27.37 feet to a point in a fence; thence, 21. South 83°-18' east, a distance of 330.20 feet to a point in a fence; thence, 22. South 82°-23' east, a distance of 200.00 feet to a point in a fence on the south side of an old stone wall; thence, 23. South 81°-09' east, a distance of 300.03 feet to a point on the south side of an old stone wall; thence, 24. South 82°-17' east, a distance of 479.47 feet to a concrete monument on the south side of the old stone wall; thence, 25. South 33°-35' west, a distance of 78.25 feet to a concrete monument; thence, 26. South 35°-12' east, a distance of 135.00 feet to a concrete monument; thence, 27. South 12°-37' east, a distance of 194.97 feet to a point; thence, 28. In a westerly direction with a 355.1 foot radius curve left, a distance of 51.23' to the point of beginning and containing 39.65 acres more or less as per survey by Turner Engineering Company, Inc., dated May 23, 1966.

Being part of the property conveyed to Joseph Martin, Sr., Trustee, with full power, by deed from Consolidated Developments, Inc., a Tenn. Corp., as of record in Book 3346, page 389, said Register's Office.

To the extent, if any, that the easements referred to in the deed of record in Book 3930, page 192, R.O.D.C., Tennessee, may be applicable, this conveyance is made subject thereto. Also, this conveyance is subject to any easements for utilities and roads which may affect said property.

This is ~~unimproved~~ (X) property, known as a part of the Condra property in the 9th Civil District / (House Number) (Street) P. O. Address: (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Nashville Jewish Community Center, a general welfare corporation chartered under the laws of Tennessee, its (successors), ~~XXXX~~ *and assigns forever.* I, as Trustee, I am, as Trustee, but not individually, *covenant that 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 by taxes for the year 1966 which have been prorated as of the date of this Deed, and assumed by the Grantee herein, Nashville Jewish Community Center; except to the extent, if any, that the easements referred to in the deed of record in Book 3930, page 192, R.O.D.C., Tennessee, may be applicable; and, except by any easements for utilities and roads which may affect the property conveyed herein.

Trustee, but not individually,

I, as/ *further covenant and bind* myself, my successors ~~XXXX~~ *and representatives, to warrant and forever defend the title to said real estate to said* Nashville Jewish Community Center, a general welfare corporation chartered under the laws of Tenn., its *(successors),* ~~XXX~~ *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 Nashville Jewish Community Center, a general welfare corporation chartered under the laws of Tennessee, *hereinafter referred to as trustors, hereby transfer and convey unto* Joseph Martin, Jr., *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 $....., 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 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 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.

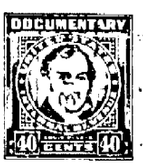
The word "Trustors" when used herein shall apply to parties both singular and plural.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 31st *day of* May, *19* 66.











J. L. Martin Sr. Trustee

Joseph Martin, Sr., Trustee

NASHVILLE JEWISH COMMUNITY CENTER

By Ed Frankenthal

President

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Ann Sklar, *a Notary Public in and for said County and State,* Joseph Martin, Sr., Trustee,

the within named 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 Nashville, *Tennessee, this* 31st *day of* May, *19* 66

Ann Sklar *Notary Public*

NOTARY PUBLIC DAVIDSON COUNTY

Commission expires April 19, 1969

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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, EDWARD COOMER, *a Notary Public of the State and County aforesaid, personally appeared* Ernest G. Freudenthal *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* President *of the* Nashville Jewish Community Center, *the within named bargainor, a corporation, and that* he *as such* President, *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporatoin by* him *self as* President

Witness my hand and seal, at office in Nashville, Tennessee, *this* 31st *day of* May, *19*66.

Edward Coomer .....*Notary Public*

Commission expires 11-12-69

EDWARD COOMER NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE TAX $ 24.90
PROBATE $ 2.50
TOTAL
MAY 31 1966

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
PAID MAY 31 1966

INSTALLMENT DEED

FROM

JOSEPH MARTIN, SR.,

TRUSTEE

TO

NASHVILLE JEWISH COMMUNITY

CENTER

30192

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

MAY 31 11 27 AM '66

NOTED: BOOK 114 PAGE 329
RECORDING FEE $ 3.75
DEP. REG. 20

Compliments of

Guaranty Title Company

A Division of

Kansas City Title Insurance Company

American Trust Building

S. W. Cor. Third & Union

NASHVILLE, TENNESSEE