MAIL TAX STATEMENT TO:
GERALD FLEISCHER
1303 DEMONBREUN ST
NASHVILLE TENN

BOOK 3113 PAGE 251

MAP 93-14
Par. 443-444-445
MO

Installment Deed

FOR AND IN CONSIDERATION of the sum of Ten ($10.00) Dollars cash in hand paid, the receipt of which is hereby acknowledged, and other valuable considerations, including the execution by Gerald Fleischer and wife, Doris T. Fleischer, of

a promissory note payable to the order of Beulah Kirkpatrick, said note bearing interest at the rate of 4-1/2% per annum, being payable in 180 consecutive monthly installments of $413.10 each, commencing the 15 day of April, 1967, said payments including principal and interest, and providing for payment of attorneys' fees, and to secure the payment of said indebtedness, principal, interest and attorneys' fees, a lien is expressly retained on the land herein conveyed, provided that said lien shall be subordinate to the lien of a deed of trust which may be conveyed by the said Gerald Fleischer and wife, Doris T. Fleischer, for the purpose of securing a loan not to exceed the sum of $200,000.00, the proceeds of said loan to be used for the construction of improvements upon said property, and also subordinate to the lien of deed of trust securing permanent financing of said improvements, not over $200,000.00,

I, Beulah Kirkpatrick,

have this day bargained and sold, and do hereby transfer and convey unto the said Gerald Fleischer and wife, Doris T. Fleischer, their

(successors), heirs and assigns,

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

TRACT 1: Land in Davidson County, Tennessee, being the north 1/2 of Lot No. 125 on the Map of Barrow Grove Addition, as of record in Book "S", page 279, Register's Office for said County.
Said part of said lot fronts 30 feet on the easterly side of 6th Avenue South and runs back between parallel lines, 210 feet more or less, to an alley.
NOTE: There is to be excepted from the above description, however, that part of the above lot, on the rear, which was taken in connection with the widening of Lafayette Street by the City of Nashville, which was a strip 31 feet on the north line and about 9 feet on the south line, facing on the alley in the rear of 6th Avenue South, together WITH AN EASEMENT FOR A FILL SLOPE, all of which is set out in the said Condemnation Proceedings.)

THIS INSTRUMENT PREPARED BY
ROBERT J. WARNER, JR., Attorney
400 Commerce Union Bank Building
Nashville, Tennessee

BOOK 3113 PAGE 525

TRACT II: Land in Davidson County, Tennessee, being Lot No. 124 and the southerly part of Lot No. 125 on the map of Barrow Grove Plan of Lots of record in Book S, page 279; Register's Office for said County, and more particularly described as follows:
BEGINNING at a point in the northeasterly margin of 6th Avenue South, the common corner of Lots Nos. 123 and 124; thence with the line between said lots, northeasterly 210 feet to the southwesterly margin of an alley known as Alley No. 71; thence with the margin of said alley, northwesterly 82 feet to the present southerly margin of Lafayette Street; thence with the margin of the same, westerly 10 feet to a point; thence southwesterly approximately parallel to the line between Lots Nos. 124 and 125, 203 feet to the northeasterly margin of 6th Avenue South; thence with the margin of the same, southeasterly 90 feet to the beginning.

Being the same property conveyed to Beulah Kirkpatrick, by deeds from James E. Covington, Clerk & Master, of record in Book 1433, page 393, and by deed from Ruth Wiggins Williamson, of record in Book 3901, page 417, said Register's Office.

Grantor's brother, W. H. Kirkpatrick, joins in this deed for purpose of transferring his unrecorded interest as an equal partner with Beulah Kirkpatrick in the property conveyed by this installment deed.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Gerald Fleischer and wife, Doris T. Fleischer, their ..... *(successors), 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,* except for 1967 Metropolitan Government taxes.

I *further covenant and bind* myself, my ..... *heirs and representatives, to warrant and forever defend the title to said real estate to said* Gerald Fleischer and wife, Doris T. Fleischer, ... *(successors), 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 Gerald Fleischer and wife, Doris T. Fleischer, ... *hereinafter referred to as trustors, hereby transfer and convey unto* William N. Dearborn, *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:* But the lien of the conveyance to said Trustee shall be subordinate to the lien of a deed of trust to be conveyed for the purpose of securing a loan for the improvements as above provided.

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 16th *day of* March, *19*67

Beulah Kirkpatrick
Beulah Kirkpatrick

Gerald Fleischer
Gerald Fleischer

Doris T. Fleischer
Doris T. Fleischer

W. H. Kirkpatrick
W. H. Kirkpatrick

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Virginia J. Weston, *a Notary Public in and for said County and State,* Beulah Kirkpatrick and W. H. Kirkpatrick,

the within named 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* 16th *day of* March, *19*67.

Virginia J. Weston
Notary Public

Commission expires 4-20-68

VIRGINIA J. WESTON NOTARY PUBLIC DAVIDSON COUNTY

BOOK 4113 PAGE 254

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Robert Waite Clark, *a Notary Public in and for said County and State,* Gerald Fleischer and wife, Doris T. Fleischer,

the within named bargainor....., 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* 16th *day of* March, *19* 67.

Robert Waite Clark *Notary Public*

Commission expires My Commission Expires October 28, 1970

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 .....

PAID MAR 21 1967
STATE TAX $ .50
PROBATE
TOTAL $ 90.50
R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

PAID MAR 21 1967
STATE TAX $ .50
PROBATE
TOTAL $ 52.50
R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

DO NOT PUBLISH

INSTALLMENT DEED

FROM
BEULAH KIRKPATRICK, ET AL

TO
GERALD FLEISCHER, ET UX

64753

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

MAR 21 2 36 PM '67
NOTE BOOK 116 PAGE 100
RECORDING FEE $ 2.75
DEP. REG. M

Henry B. Clark and Son
Realtors
SALES—APPRAISALS—RENTALS
INSURANCE
TELEPHONE AL 5-2721
THIRD NATIONAL BANK BLDG.
NASHVILLE 3, TENNESSEE