Installment Deed

BOOK 4137 PAGE 818

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Clarence Rosenstein (NAME:)	Same (NAME:)	Map 93-6-3
6317 Percy Drive (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par. 109
Nashville (CITY) (P. O. ZONE) Tenn. (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of TWENTY NINE THOUSAND, FIVE HUNDRED SEVENTY-FIVE AND 00/100 ($29,575.00) *Dollars,*

of which FIVE THOUSAND ($5,000.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder TWENTY FOUR THOUSAND, FIVE HUNDRED, SEVENTY-FIVE ($24,575.00) *Dollars,*

Clarence Rosenstein and wife, Sarah Rosenstein *have executed*

their joint promissory note of even date herewith payable to the order of Grantors in the principal sum of $24,575.00 and payable in monthly installments of $272.83 each including both principal and interest with the rate of 6% per annum, the first of said installments coming due on June 1, 1967,

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, Jesse Wolf and Irving Wolf

have this day bargained and sold, and do hereby transfer and convey unto the said Clarence Rosenstein and wife, Sarah Rosenstein, their *(successors), heirs and assigns,*

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

Land in Davidson County, Tennessee, being described as follows:

TRACT I: Being Lot No. 2 in the Subdivision of Lot 41 in the College Plan of Lots, and beginning on the south margin of Broad Street, at the corner of Lot 1 in said plan; thence with Broad Street, west 23 feet 1 inch to the corner of Lot 3 in said plan; thence at right angles southwardly 100 feet; thence towards Cherry Street 23 feet 1 inch; thence at right angles 100 feet to Broad Street, the beginning corner.

TRACT II: Beginning at the southeast corner of a part of said Lot conveyed by R. H. Wright and wife, to D. S. Morse, Trustee, by deed of record in Book 328, page 428, Register's Office; of which this is a part; thence with the east line of said Morse Lot, northerly 8 feet to Mrs. Mary W. Bass' southeast corner; which corner is 100 feet southerly from the southerly margin of Broad Street; thence with said Bass' south line westerly 23 feet 1 inch more or less, to her southwest corner; thence parallel with the first line, southerly 8 feet to the south line of said Morse Lot; thence with said lines, easterly 23 feet 1 inch more or less, to the beginning.

Being property vested as hereinabove set out.

Being the same property conveyed to Jesse Wolf and Irving Wolf by two deeds, one of record in Book 600, page 89 Register's Office, and the other of record in Book 3978, page 75 said Register's Office.

This conveyance is made subject to any unrecorded leases and all party wall rights.

This is unimproved ( ) improved ( ) property, known as 419 (House Number) Broad Street (Street) P. O. Address: Nashville (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Clarence Rosenstein and wife, Sarah Rosenstein, their *(successors), heirs and assigns forever.* We *covenant that* we *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 taxes which are prorated and assumed by Grantees.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Clarence Rosenstein and wife, Sarah Rosenstein, their *(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 Clarence Rosenstein and wife, Sarah Rosenstein *hereinafter referred to as trustors, hereby transfer and convey unto* William S. Hofstetter, *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 $20,000.00, *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 24 *day of* May, *19* 67

Jane Wolf

Jane Wolf,

Clarence Rosenstein

Sarah Rosenstein

This Instrument Was Prepared By

Morris Levine

MORRIS LEVINE, Attorney-at-Law
200 Baxter Bldg., Nashville, Te..

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Morris Levine, *a Notary Public in and for said County and State,* Clarence Rosenstein and wife, Sarah Rosenstein

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* 30 *day of* May, *19* 67

Morris Levine *Notary Public*

Commission expires May 24, 1970

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STATE OF CALIFORNIA
COUNTY OF Los Angeles

Personally appeared before me, Beth J Highman, *a Notary Public in and for said County and State,* Jesse Wolf

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 N Herman Oaks, California, *this* 15th *day of* May, *19*67.

My Commission Expires Oct. 17, 1967

Commission expires..... Beth J Highman *Notary Public*

OFFICIAL SEAL
BETTE J. HIGHMAN
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY

STATE OF CALIFORNIA
COUNTY OF San Mateo

Personally appeared before me, Marian Mills, *a Notary Public in and for said County and State,* Irving Wolf

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 Redwood City, California, *this* 11th *day of* May, *19*67.

MARIAN MILLS
My Commission Expires Sept. 26, 1968

Commission expires..... Marian Mills *Notary Public*

MARIAN MILLS
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
SAN MATEO COUNTY

74199

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

PAID JUN 5 - 1967

JUN 5 1967

STATE TAX $ 88.00
PROBATE .50
TOTAL $ 88.50

JUN 5 12 01 PM '67
RECORDING FEE $ 3.50
DEP. REG. M
TOTAL $ 3.50

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

PAID JUN 5 - 1967

JUN 5 1967

STATE TAX $ 85.00
PROBATE .50
TOTAL $ 85.50

Please mail to Edwin B. Raskin Co., 810 Sudekum Building, Nashville, Tenn. 37219

INSTALLMENT DEED

FROM Irving Wolf, et al

TO Clarence Rosenstein, et ux

Compliments of
Guaranty Title Company
A Division of
Kansas City Title Insurance Company
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE