Prepared by:
Gideon Schiller, Attorney
St. Louis, Mo. 63113

Installment Deed

BOOK 4191 PAGE 755

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Saul Schmidt, et ux	Saul Schmidt, et ux	Map 93-15
(NAME:) 4636 Easton Ave.	(NAME:) 4636 Easton Ave.	Par. 253, 254 -
(STREET ADDRESS OR ROUTE NUMBER) St. Louis, Mo. 63113	(STREET ADDRESS) St. Louis, Mo. 63113	255-256-252
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	M.O

FOR AND IN CONSIDERATION of the sum of Eighty-five Thousand ($85,000.00) *Dollars,*

of which Thirty-five Thousand ($35,000.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Fifty Thousand ($50,000.00) *Dollars,*

Saul Schmidt, and wife, Edith Schmidt, *have executed*

an installment deed note, bearing even date herewith, payable to the order of Vendor MFRS, Inc. in the principal amount of Fifty Thousand ($50,000.00) Dollars, with interest at five percent per annum from date, payable in monthly installments commencing on the 1st day of December, 1967, the first installment being in the amount of Five Hundred Thirty and 35/100 Dollars ($530.35), and a like installment of $530.35 being due and payable on the 1st day of each successive month thereafter for an additional one hundred and eighteen months, with a final installment due one hundred and twenty months after date in an amount sufficient to fully retire the principal indebtedness and accrued interest, all payments to be applied first to interest and balance to principal

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, Vendor MFRS, Inc., a Tennessee corporation with principal offices at Nashville, Tennessee, has ~~have~~ *this day bargained and sold, and do hereby transfer and convey unto the said* Saul Schmidt and wife, Edith Schmidt, their ~~successors~~, *heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

TRACT 1:
Land in Davidson County, Tennessee, being Lots Nos. 55, 56, 57 and a part of Lot No. 58 on the Plan of Isaac Pauls' Elysian Grove, of record in Plan Book 1, page 134, Chancery Court at Nashville, described as follows:

BEGINNING at a point in the westerly margin of 3rd Avenue South, formerly College Street, at the south line of Petway Street or Hills Alley; thence southerly with the westerly margin of 3rd Avenue South 132 feet to a point, being the northwest corner of William Metz lot; thence westerly with said Metz north line, 135 feet, more or less, to an alley; thence with the easterly margin of said alley, northerly 132 feet to the south line of Petway Street or Hills Alley; thence with the southerly line of said alley, easterly 135 feet, more or less, to the beginning.

TRACT 2:
Land in Davidson County, Tennessee, being Lot No. 59 and the southerly 18 feet of Lot No. 58 on the Plan of Paul's Elysian Grove Subdivision, of record in Plan Book 1, page 134, Chancery Court at Nashville.

Said Lot No. 59 and said part of Lot No. 58 front together 68 feet on the westerly margin of Third Avenue South, formerly College Street, and extends back between parallel lines 135 feet, more or less, to an alley.

TRACT 3:
Land in Davidson County, Tennessee, being Lots Nos. 60, 61 and the northerly part of Lot 62, in Isaac Paul's Elysian Grove Plan, as of record in Plan Book No. 1, page 134, in the Chancery Court of Davidson County, Tennessee.

Said Lot No. 60 fronts 50 feet on the westerly side of Third Avenue, South, formerly College Street and runs back between parallel lines 132 feet, more or less, to an alley.

Said Lot No. 61 fronts 50 feet on the west side of Third Avenue, South, formerly College Street, and runs back between parallel lines 138 feet to an alley.

Said northerly part of Lot 62 fronts 35 feet on the westerly side of Third Avenue, South, and runs back between parallel lines 137 feet to an alley.

Said three tracts being the same property conveyed to Vendor MFRS, INC. by deed from C. V. Hitchcock and John H. Dunn, of record in Book 4109, page 997, Register's Office for Davidson County, Tennessee.

In addition to the above described tracts, Vendor MFRS, INC. does further bargain and sell, transfer and convey unto SAUL SCHMIDT and wife, EDITH SCHMIDT, for the afore said specified considerations, all contiguous and ajoining property owned by Vendor MFRS, INC. in the city block wherein the above described parcels are located.

unimproved ( )
This is improved ( ) property, known as ..... (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 **Saul Schmidt and wife, Edith Schmidt, their** ..... (~~XXXXX~~), *heirs and assigns forever.* **Vendor MFRS, Inc.** *covenant that* **it is** *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 to be pro rated.**

It *further covenant and binds* **itself, its successors & assigns** ~~XXXXXXXXXX~~ *heirs and representatives, to warrant and forever defend the title to said real estate to said* **Saul Schmidt and wife, Edith Schmidt, 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 **Saud Schmidt and wife, Edith Schmidt,** ..... *hereinafter referred to as trustors, hereby transfer and convey unto* **Jordan Stokes, III** ....., *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 1st *day of* November, *19*67.

VENDOR MFRS., INC.

By C. V. Hitchcock
President

Attest: Jane R. Hays
Secretary

Saul Schmidt

Edith Schmidt
Edith Schmidt

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Wilson Bruce *a Notary Public in and for said County and State,* Tenn

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.....Tennessee, this.....day of....., 19.....

.....*Notary Public*

Commission expires.....

BOOK 4191 PAGE 758

STATE OF Missouri }
COUNTY OF St. Louis }

Personally appeared before me, John W. Maloney, *a Notary Public in and for said County and State,* **Saul Schmidt, and wife, Edith Schmidt**

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 St. Louis Mo.
this 16 *day of* November, 1967.

John W. Maloney *Notary Public*

Commission expires 9-19-68

ST. LOUIS COUNTY, MO. NOTARY PUBLIC

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, Wilson Bracey, *a Notary Public of the State and County aforesaid, personally appeared* C. V. HITCHCOCK **and** GENE R. HAYS, *with whom I am personally acquainted and who, upon oath, acknowledged* **themselves to be president and secretary, respectively** *of the* **Vendor MFRS, INC.** *the within named bargainor, a corporation, and that* **they** *as such* **president and secretary** *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporatoin by* **themselves as president and secretary, respectively.**

Witness my hand and seal, at office in **Nashville**
this 20 *day of* NOV. *19*67

Wilson Bracey *Notary Public*

Commission expires 3-8-1970

WILSON BRACEY NOTARY PUBLIC DAVIDSON COUNTY, TENN.

INSTALLMENT DEED

FROM

Vendor MFRS, Inc.

TO

Saul Schmidt and wife,
Edith Schmidt

97205

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

Nov 27 9 53 AM '67

NOTED: FCR 117 PAGE 725

RECORDING FEE 6.00

DEP. REG. 2

DOCUMENTARY 3 978860

DOCUMENTARY 5 167988

any any

Dobson & Johnson

NOV 22 1967
STATE TAX $ 1.75
PROBATE .50
TOTAL $ 2.25
PAID NOV 22 1967
R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

NOV 22 1967
STATE TAX $ 1.80
PROBATE .50
TOTAL $ 2.30
PAID NOV 22 1967
R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.