This instrument was prepared by: Andrew D. Tanner, Attorney
507 American Trust Building
Nashville, Tennessee

Installment Deed

BOOK 4193 PAGE 141

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Moe Pear, et al	ABE ROTHBERG	5D - 6561
(NAME)	(NAME)	
2200 CHARLOTTE	2200 CHARLOTTE	Map 147-4
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
NASHVILLE, TENN.	NASHVILLE TENN	Par. 106
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of ----------

SIXTY TWO THOUSAND and no/100 ($62,000.00) ---------- *Dollars,*

of which FIFTEEN THOUSAND FIVE HUNDRED ----------

($15,500.00) ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder ----------

FORTY SIX THOUSAND FIVE HUNDRED -- ($46,500.00) -------- *Dollars,*

Moe Pear, Sidney Reichman, Willis Reynolds and Abe Rothberg,

have executed

their joint promissory note of even date herewith, payable to E. F. Hagewood and wife, Ruth Bell Hagewood, in three (3) annual payments of Fifteen Thousand Five Hundred ($15,500.00) Dollars each, due in one (1), two (2), and three (3) years after date, with interest thereon at the rate of four and one-half (4-1/2%) percent per annum,

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,

we, E. F. Hagewood and wife, Ruth Bell Hagewood,

have this day bargained and sold, and do hereby transfer and convey unto the said Moe Pear, Sidney Reichman, Willis Reynolds and Abe Rothberg, as tenants in common,

their *(successors), heirs and assigns,*

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

Being a tract of land in the 5th, formerly 7th, Civil District of Davidson County, Tennessee, being the tract designated as Tract No. 106 on the Property Map and Record System of Metropolitan Government of Nashville and Davidson County, Tennessee, Sheet No. 147-4, and being described from a survey made September 12, 1967, by Southern Land Surveying Company, Inc. (Harold F. Morris), and more particularly described as follows:

BEGINNING at a point in the northerly margin of Wallace Road, marked by an iron stake; running thence north 16° 19' West 274.79 feet to an iron stake, which line now constitutes the eastern boundary line of a tract of land retained by E. F. Hagewood and wife, Ruth Bell Hagewood, said tract to be the homeplace of said parties; running thence South 79° 34' West 120 feet to an iron stake, being the westerly corner of the line between the homeplace property retained by the Hagewoods' and the easterly line of the property conveyed by the Hagewoods to Estell A. Rader, as of record in Book 3649, page 389, Register's Office for Davidson County, Tennessee, running thence north 17° 10' 30" west 281.87 feet along the easter[illegible] line between the property conveyed to Estell Rader to an iron stake; running thence north 65° 50' east 521.26 feet along the southerly margin of Harding Place, to an iron stake; running thence with the westerly property line of Hillbrook Subdivision, Section V, as follows: South 31° 53' 40" east 243.23 feet to a concrete marker; running thence south 32° 02' east 198.23 feet to an iron stake; running thence south 31° 54' 40" east 39.65 feet to an iron stake; thence south 33° 17' east 31.72

[illegible]

feet to a concrete marker; running thence south 32° 23' 30" east 168.43 feet to an iron stake; running thence north 89° 23' west 77.33 feet to an iron stake; running thence south 4° 43' west 164.88 feet to an iron stake; and along the westerly line of the property conveyed to B. B. Hagewood, as of record in Book 2198, page 287, said Register's Office; running thence north 88° 00' west 468.55 feet, along the northerly margin of Wallace Road, to the point of beginning, containing 8.52 acres, more or less.

Being part of the property conveyed to E. F. Hagewood and wife, Ruth Bell Hagewood, by deed from Mrs. Mollie Farley Utley and husband, as of record in Book 1055, page 130, Register's Office for Davidson County, Tennessee.

The 1967 Metro taxes have been pro rated to date of deed, and will be paid by vendees.

Said property is conveyed to vendees, subject to provisions of contract dated June 14, 1967, providing for vendors to release their lien as, if and when deferred purchase money payments are paid to a Trustee who shall keep such amount in trust for the benefit of the parties until maturity of the installments are due under note for $46,500.00, at which time the sums due shall be payable to vendors or the holder of such debt.

STATE TAX $ 93.00
PROBATE 50
TOTAL $ 93.50

NOV 29 1967
PAID NOV 29 1967
R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

STATE TAX $ 44.50
PROBATE 50
TOTAL $ 45.00

NOV 29 1967
PAID NOV 29 1967
R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

This is { unimproved / improved } property, known as ..... Wallace Road, Nashville, Tennessee
(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 Moe Pear, Sidney Reichman, Willis Reynolds and Abe Rothberg, as tenants in common, their *(successors), heirs and assigns forever.* We *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.*

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN.
RECEIVED
RECORDING FEE $ 45.50
DEP. REG.
Nov 29 9 39 AM '67
97848

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Moe Pear, Sidney Reichman, Willis Reynolds and Abe Rothberg, 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 Moe Pear, Sidney Reichman, Willis Reynolds and Abe Rothberg, *hereinafter referred to as trustors, hereby transfer and convey unto* Fred B. Newman, *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 appearances 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 17th *day of* November, *19* 67



E. F. Hagewood
Ruth Bell Hagewood
Sidney Reichman
Willis J. Reynolds
Mae Pear
Abe Rothberg

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, ... *a Notary Public in and for said County and State,* E. F. Hagewood and wife, Ruth Bell Hagewood, A N D Mae Pear, Sidney Reichman, Willis Reynolds and Abe Rothberg, *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 the* 17th *day of* November, *19* 67

Notary Public

Commission Expires 2/25/71