Installment Deed

BOOK 4199 PAGE 129

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Morris Werthan II	Same	Map 130-10
(NAME:) 4440 Tyne Boulevard	(NAME:)	Pcl. 70 thru
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tennessee	(STREET ADDRESS)	78
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	Pcl

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

--------SIXTY-ONE THOUSAND & NO/100 ($61,000.00)---------- *Dollars,*

of which

-------FORTY-FIVE THOUSAND & NO/100 ($45,000.00)--- *Dollars, has been paid in cash,*

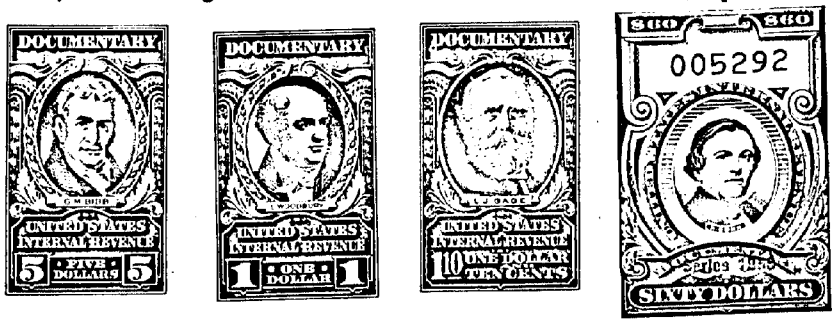
the receipt of which is hereby acknowledged, and for the remainder

--------SIXTEEN THOUSAND & NO/100 ($16,000.00)---------- *Dollars,*

Morris Werthan II

has executed

his promissory note, of even date herewith, in the principal amount of $16,000.00, payable to the order of Bernard Werthan and Leah Rose B. Werthan, falling due on or before five (5) years from its 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, the undersigned, Bernard Werthan and wife, Leah Rose B. Werthan,

have this day bargained and sold, and do hereby transfer and convey unto the said Morris Werthan II

his ~~successors~~ *heirs and assigns,*

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

Lots Nos. 2, 3, 4, the westerly one-half (50 feet) of Lot No. 5, and Lots Nos. 26, 27, 28, 29 and 30, in Block 2 on the Plan of the Manors of Belle Meade, of record in Book 547, page 152, Register's Office for said County, to which said Plan, as so registered, reference is hereby made for a description of said Lots Nos. 2, 3, 4, 26, 27, 28, 29 and 30, and said part of said Lot No. 5, and which lots are more particularly described as follows: fronts

Lots Nos. 2, 3 and 4 each/ 100 feet on the northerly side of Tyne Boulevard and run back between parallel lines 250 feet to a dead line. The Westerly one-half (1/2) of Lot No. 5 fronts 50 feet on the northerly side of Tyne Boulevard and runs back between parallel lines 250 feet to a dead line.

Lots Nos. 26, 27, 28 and 29 each fronts 75 feet on the southerly side of Manor Drive and run back between parallel lines 150 feet to a dead line.

Lot No. 30 is more particularly described as follows:

Beginning on the southerly margin of Manor Drive at the corner of Lots Nos. 29 and 30; thence with the dividing line between said two lots southwardly 150 feet to the common corner of Lots Nos. 2, 3, 29 and 30; thence with the dividing line between Lots Nos. 2 and 30 westwardly 100 feet to the easterly margin of Manor Drive; thence with said Drive northwardly 50 feet to the beginning of a curve; thence around said curve in a northeasterly direction 157 feet to the beginning.

Said Lot 2 is the same property conveyed to the undersigned, Bernard Werthan and wife, Leah Rose Werthan, by deed from B. R. Patterson et ux, dated April 14, 1934, recorded in Book 936, page 41, R.O.D.C., Tenn.

Said Lot 3 is the same property conveyed to the undersigned, Bernard Werthan and wife, Leah Rose Werthan, by deed from Joe Werthan et ux, dated January 31, 1930, recorded in Book 846, page 444, R.O.D.C., Tenn.

Said Lot 4, and the westerly one-half (1/2) of said Lot 5 is the same property conveyed to the undersigned, Bernard Werthan and wife, Leah Rose Werthan, by deed from Joe Werthan et ux, dated August 12, 1947, recorded in Book 3179, page 72, R.O.D.C., Tenn.

Said Lots 26 and 27 are a part of the property conveyed to the undersigned, Leah Rose Werthan, by deed from Carl Siegrist et al, dated July 30, 1957, recorded in Book 2691, page 559, R.O.D.C., Tenn.

Said Lots 28, 29 and 30 are the same properties conveyed to the undersigned, Leah Rose B. Werthan, by deed of James A. Newman, Trustee, dated October 20, 1937, recorded in Book 1038, page 634, R.O.D.C., Tenn.

The undersigned, Bernard Werthan and wife, Leah Rose B. Werthan, do further transfer and convey unto the said Morris Werthan II, his heirs and assigns, all right, title and interest which the said undersigned may have in and to any water taps, water connections and water rights appertaining to any of the real estate herein conveyed.

This conveyance is made subject to any existing restrictive covenants or easements of record applicable to any of the real estate herein conveyed.

This is improved property, known as 4440 Tyne Boulevard, Nashville, Tenn.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Morris Werthan II, his XXXXXXXXXX *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,* except by lien of 1966 taxes, which have been prorated to the date of this instrument, and the payment of which is assumed by Morris Werthan II.

We do *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Morris Werthan II, his XXXXXXXXXX *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 Morris Werthan II *hereinafter referred to as trustors, hereby transfer and convey unto* Bernard Werthan, 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 at least *the sum of $*16,000.00 XXXXXXXXXXXXXXXXXXXXXXXXX *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 XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX *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,* XXXXXXXXXXXXXXXX *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, XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX *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 29th *day of* September, *19*66.

This instrument was prepared
by Norman R. Minick
Life & Casualty Tower
Nashville, Tennessee

Bernard Werthan
Leah Rose B. Werthan
Morris Werthan II

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Mrs. Grady Crick, *a Notary Public in and for said County and State,* Bernard Werthan and wife, Leah Rose B. Werthan,

*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 office in Nashville, *Tennessee, this .... day of* September, *19*66.

Mrs. Grady Crick *Notary Public*

Commission expires May 5, 1968

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Mrs Lrady Crick, *a Notary Public in and for said County and State,* Morris Werthan II,

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 office in Nashville, Tennessee, *this* ..... *day of* September, *19* 66.

Mrs Lrady Crick *Notary Public*

Commission expires May 5, 1968

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 .....

Grail - Morris Werthan 140 6th Ave N Nashville Tenn 37203

STATE TAX $ 91.50
PROBATE .50
TOTAL $ 92.00

DEC 21 1967

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

PAID DEC 21 1967

STATE TAX $ 14.00
PROBATE .50
TOTAL $ 14.50

DEC 21 1967

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

PAID DEC 21 1967

INSTALLMENT DEED

FROM BERNARD WERTHAN ET UX

TO MORRIS WERTHAN II

00525

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

DEC 21 10 49 AM '67

NOTE BOOK 118 PAGE 26

RECORDING FEE $ 6.00

DEP. REG. m

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