INSTALLMENT DEED

For and in Consideration of the sum of FORTY-TWO THOUSAND, NINE HUNDRED and----------
NO/100 ($42,900.00)----------Dollars,
of which TWELVE THOUSAND, NINE HUNDRED and ----------NO/100 ($12,900.00) Dollars,
has been paid in cash by Howard E. Rosen and wife, Betty Lee Weinstein Rosen
the receipt of which is hereby acknowledged, and for the remainder The grantees agree to pay
an indebtedness of THIRTY THOUSAND and----------NO/100 ($30,000.00) Dollars,
the said grantees, Howard E. Rosen and wife, Betty Lee Weinstein Rosen have executed their promissory note of even date herewith, payable to the order of Jack K. Byrd and wife, Ruth M. Byrd, in monthly installments as follows: On the 1st day of July, 1969 the sum of TWO HUNDRED, THIRTY-TWO and 59/100 ($232.59) dollars and there after a like amount on the 1st day of each and every month, said installments to be applied first in payment of interest, computed monthly on the unpaid principal balances, and the remainder of each payment to be applied on principal, until the entire principal sum and interest are fully paid. The last said installment being due on the 1st day of June, 1989. The interest rate on this note being seven (7%) per centum per annum. Full prepayment privilege without penalty is reserved by grantees.

all of said notes bearing ~~six~~ Seven per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, we, Jack K. Byrd and wife, Ruth M. Byrd

have this day bargained and sold, and do hereby transfer and convey unto the said Howard E. Rosen and wife, Betty Lee Weinstein Rosen, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 190 on the Plan of West Meade Farms, Inc., Section "J", as of record in Book 1835, page 125, Register's Office for said County.

Said Lot No. 190 fronts 116.2 feet on the southeasterly side of Jocelyn Hollow Circle and extends back 240 feet on the northeasterly line and 445 feet on the southwesterly line to a dead line, measuring 263.5 feet thereon.

Being the same property conveyed to Jack K. Byrd and wife, Ruth M. Byrd, by deed from Geoffrey Brandling-Bennett and wife, Irene Ereethea Brandling-Bennett, of record in Book 2602, page 345, Register's Office for Davidson County, Tennessee.

This instrument was prepared by Joel Riggs & Company, 3813 Cleghorn Ave., Nashville, Tennessee.

This is improved property, known as 338 Jocelyn Hollow Circle, Nashville, Tennessee.

ADDRESS NEW OWNERS AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Howard E. and Betty Rosen 338 Jocelyn Hollow Circle Nashville, Tennessee	Same	115-15-61 8D 722 05

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Howard E. Rosen and wife, Betty Lee Weinstein Rosen 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 as stated herein.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Howard E. Rosen and wife, Betty Lee Weinstein Rosen, their 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 notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, we, the said Howard E. Rosen and wife, Betty Lee Weinstein Rosen

do hereby transfer and convey unto Jonathon J. Foley, Jr., Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

We, the said Howard E. Rosen and wife, Betty Lee Weinstein Rosen

do hereby 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 $ 30,000.00 until the notes herein secured are 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 and holder of said notes, as his interst may appear.

We further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case we fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment.

Now, if we, the said Howard E. Rosen and wife, Betty Lee Weinstein Rosen shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if we fail to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; and if we fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said notes, 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 notes, or any of said notes then past due and unpaid, all remaining unpaid notes 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. We agree, that the Trustee may, at any time after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. We further agree 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 notes 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 Howard E. Rosen and wife, Betty Lee Weinstein Rosen, their 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 lien notes, or, if more than one, then of the first-maturing unpaid note, 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 Jonathon J. Foley, Jr., Trustee, shall be vested in said successor.

Said Trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

IN WITNESS WHEREOF, we, the said Howard E. Rosen and wife, Betty Lee Weinstein Rosen and Jack K. Byrd and wife, Ruth M. Byrd hereunto set our hands at Nashville, Tennessee, this the 28 day of February 1969

Howard E. Rosen — Howard E. Rosen

Betty Lee Weinstein Rosen — Betty Lee Weinstein Rosen

Jack K. Byrd — Jack K. Byrd

Ruth M. Byrd — Ruth M. Byrd

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Joel Riggs, a Notary Public in and for said County and State, the within named Jack K. Byrd and Ruth M. Byrd

the 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 12 day of March, 1969

Commission Expires My Commission Expires Oct. 20, 1971 — Joel Riggs, Notary Public.

STATE OF MISSOURI
ST. LOUIS **County.**

Personally appeared before me, John F. Nanney, a Notary Public in and for said County and State, the within named Howard E. Rosen and Betty Lee Weinstein Rosen

the 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 St. Louis Missouri this 28th day of February, 19 69

Commission Expires MY COMMISSION EXPIRES JAN. 30, 1970 — John F. Nanney, Notary Public.

To Jonathon J. Foley, Jr.

STATE OF TENNESSEE
Davidson County

Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____ with whom I am personally acquainted and who upon (his oath / their several oaths) acknowledged (himself / themselves) to be the _____ and _____ respectively of the _____ the within named bargainor, a corporation, and that (he / they) as such _____ and _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said _____ as such _____, and attesting the same by the said _____ as such _____

Witness my hand and official seal at office at _____ on this the _____ day of _____, 19____.

My commission expires _____

_____
Notary Public

MAR 20 68 CONV 42,900.00
MAR 20 68 MORT'G 30,000.00
MAR 20 68 S'TAX A* 111.54
MAR 20 68 S'TAX A* 28.00
MAR 20 68 PR'FEE A* .50
MAR 20 68 W'DFED A* 6.00 * 146.04

INSTALLMENT DEED

FROM
Jack K. Byrd and wife, Ruth

M. Byrd
TO
Howard E. Rosen and wife,
Betty Lee Weinstein Rosen

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

134312

IDENTIF. REFERENCE

MAR 20 8 59 AM '69
FELIX Z. WILSON JR REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, which ever is greater, for this transfer is $42,900.00

_____
Affiant

Subscribed and sworn to before me, this the 14th day of March 1969.

_____
Notary Public

My commission expires: My Commission Expires Oct. 20, 1971
(Affix seal)