Installment Deed

BOOK 4498 PAGE 803

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mr. Milton Grossman, Trustee	SAME	6DA-965
c/o EUGENE PARGH (NAME) 95 WHITE BRIDGE RD. Suite 206	(NAME)	
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tennessee 37205	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of ----------($100,000.00)----------

One Hundred Thousand and no/100----------*Dollars,*

of which ----------($20,000.00)----------

Twenty Thousand and no/100----------*Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder ----------($80,000.00)---------

Eighty Thousand and no/100----------*Dollars,*

MILTON GROSSMAN, TRUSTEE *has executed* his promissory note payable to the order of Jerome Guttman, on or before Three(3)Years from date hereof, with minimum semi-annual payments of principal of Ten Thousand($10,000.00)Dollars each, plus interest on the unpaid balance at Six(6)Percent from date hereof, the first such semi-annual payment being due and payable on March 1,1969, and like installments of principal and interest being payable on September 1,1969; March 1,1970; September 1,1970; and March 1,1971, and the unpaid balance of principal with interest being payable in full on September 1,1971.

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,

JEROME B. GUTTMAN

have this day bargained and sold, and do hereby transfer and convey unto the said Milton Grossman, Trustee, a one-half interest under Trust Agreement between Milton Grossman, Trustee and Eugene Pargh, of record in Book 4142, page 890, Register's Office for Davidson County, Tennessee, and the remaining One-Half interest to Milton Grossman, Trustee, under Trust Agreement between Gerald Averbuch, et ux, of record in Book 4142, page 904, said Register's Office, his successors and assigns, ~~successors, heirs and assigns,~~

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

Land in the 6th Civil District of Davidson County, Tennessee, described partly according to a survey by Wm.Collier Parrish, Engineer, January 10,1964, as follows:

BEGINNING at a point in the center of the southbound lane of the Murfreesboro Road, North 55° West 154.77 feet from the northwest corner of Tract No. 1 of the property conveyed to State of Tennessee by deed from Greda Hobson Northern, et al, of record in Book 1303, page 291, Register's Office for said County; thence southwestwardly 183 feet; thence southeastwardly 133.87 feet to the said State of Tennessee line; thence with same, South 41°31' West 507.04 feet and North 48°25' West 344.20 feet; thence North 47°40' East 663.57 feet to the center of said Road; thence with same, South 55° East 120.08 feet to the beginning.

BEING the same property conveyed to Marvin P.Friedman and Jerome B. Guttman by deed from Humble Oil & Refining Company of record in Book 3802, page 413, and Marvin P.Friedman conveyed his interest in said property to Joe Kraft and I.R.Schulman, Trustee, of record in Book 4197, page 18, Register's Office for said County.

This Instrument was prepared by:
DODSON BATSON, Attorney
702 First Amer. Nat'l Bk. Bldg.
Nashville, Tennessee

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $100,000.00

Subscribed and sworn to before me, this the 31st day of August 1968

Affiant

My commission expires: _____ (Affix Seal)

Notary Public

Said Conveyance is expressly subject to the following: BOOK 4198 PAGE 804

1. Taxes for the year 1968, which are to be prorated, and payment thereof expressly assumed by grantees.

2. Easements granted to Metropolitan Government by grants from Marvin P. Friedman, et al, of record in Book 3883, page 643 and Page 649, and Book 3907, page 399, Register's Office for Davidson County, Tennessee.

3. Permanent easement for storm drain in connection with the Interstate Highway vested in the State of Tennessee, of record in Book 3671, page 21, Register's Office for Davidson County, Tennessee.

4. Easement for right-of-way of the Murfreesboro Road lying within boundaries of premises.

5. Twenty-foot permanent easement for ingress and egress reserved by Humble Oil & Refining Company across premises as set out in deed of record in Book 3802, page 413, Register's Office for Davidson County, Tennessee.

6. Twenty-foot permanent easement for ingress and egress granted Marvin P. Friedman, et al, across property adjacent to premises and owned by Humble Oil & Refining Company as set out in deed of record in Book 3802, page 413, Register's Office for Davidson County, Tennessee.

7. Twenty-foot easement for septic tank disposal field reserved by Humble Oil & Refining Company across premises as set out in deed of record in Book 3802, page 413, Register's Office for Davidson County, Tennessee.

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 Milton Grossman, Trustee *his (successors), heirs and assigns forever.* I *covenant that* I am *lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.*

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Milton Grossman, Trustee his *(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 Milton Grossman, Trustee *hereinafter referred to as trustors, hereby transfer and convey unto* Mandell L. Cypress, *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 30 th *day of* August, *19* 68

Jerome B Guttman

Milton Grossman Trustee

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Joyce McAllister, *a Notary Public in and for said County and State,* Jerome B.Guttman and Milton Grossman, Trustee

*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 Nashville *Tennessee, this* 30th *day of* August *19* 68

Joyce McAllister *Notary Public*

Commission expires Nov. 17, 1970

NOTARY PUBLIC DAVIDSON COUNTY, TENN. NOV. 17, 1970

STATE OF.....

COUNTY OF.....

Personally appeared before me, ..., *a Notary Public in and for said County and State,* .....

.....

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.....,
this.....*day of*....., *19*.....

.....*Notary Public*

Commission expires.....

MAY-4 71 CONV 90,000.00
MAY-4 71 CONV 10,000.00
MAY-4 71 MORT'G 80,000.00
MAY-4 71 S'TAX A* 260.00
MAY-4 71 S'TAX A* 78.00
MAY-4 71 PRFEE A* .50
MAY-4 71 CREED A* 6.00 * 344.50

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 corporation by .....*self as*.....

Witness my hand and seal, at office in.....,
this.....*day of*....., *19*.....

.....*Notary Public*

Commission expires.....

INSTALLMENT DEED

FROM

JEROME B. GUTTMAN

TO

MILTON GROSSMAN, TRUSTEE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, $100,000.00

Jerome B. Guttman
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 3rd DAY OF AUGUST, 1968.

Notary Public

My comm. expires: Nov. 17, 1970

B 13426

IDENTIF. REFERENCE

MAY 4 12 12 PM '71

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Compliments of

GUARANTY TITLE
Office of
CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE