Installment Deed

BOOK 4558 PAGE 729

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Barry Zeitlin	Same	Map 142
(NAME)	(NAME)	Parc. 35, p/o 36, p/o 37
2325 Crestmoor Road		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, TN 37215		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of One Hundred Thousand and No one-hundredths----------($100,000.00)----------*Dollars,*

of which Ten Thousand and No one-hundredths----------

----------($10,000.00)----------*Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Ninety Thousand and No one-hundredths ($90,000.00)----------*Dollars,*

BARRY ZEITLIN and wife LINDA ZEITLIN

have executed
their promissory note of even date herewith payable to the order of BARRY CONSTRUCTION COMPANY, a Tennessee corporation, in the principal amount of $90,000.00 payable as follows: On the 1st day of March 1972 the sum of Four Thousand Five Hundred and No one-hundredths ($4,500.00) Dollars plus interest at the rate of Seven (7%) per cent per annum on the unpaid balance and on the first day of June 1972, September 1972, December 1972, a like amount, and quarterly thereafter on such dates until said sum and interest have been paid in full.

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,

BARRY CONSTRUCTION COMPANY, A TENNESSEE CORPORATION,

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

BARRY ZEITLIN AND WIFE, LINDA ZEITLIN

(successors), heirs and assigns,

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

Three (3) tracts of land in the 9th Civil District of Davidson County, Tennessee, and being part of Lot No. 4 on the map showing the division of the lands of John T. Flynn, deceased, partitioned in the Chancery Court of said County, in the cause of Schild vs. Flynn, et al by decree entered in Minute Book 128, page 44, said Court, said map being of record in Plan Book 3, page 15, said Chancery Court, and described according to a survey prepared by E. R. Southgate, Surveyor, dated October 14, 1943, as follows:

TRACT NO. 1: BEGINNING at a point in the center of Bellevue Road, 1673.50 feet north of the southeast corner of Lot No. 4 which corner is in the center line of the Nashville, Chattanooga & St. Louis Railway right-of-way; thence North 86° West 900.00 feet to a stake, the northwest corner of the 12.99-acre tract, as shown on said survey; thence South 12° West 743.00 feet to a post in a fence; thence South 71.25° East with a fence, 257.00 feet to a stake; thence North 20° East 299.00 feet to a stake; the inner corner of the 12.99-acre tract, as shown on said survey; thence South 86° East 682.00 feet to a stake in the center of the Bellevue Road; thence

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 1st day of December, 1971

My commission expires: 1-31-75

(Affix Seal)

Affiant

Notary Public

DAVIDSON COUNTY, TENN.

North 4° East with the center of Bellevue Road, 520.00 feet to the point and place of BEGINNING, containing, according to said survey of E. R. Southgate, 12.99 acres, more or less.

TRACT NO. 2: BEGINNING at a point in the center of Bellevue Road, 1673.50 feet north of the southeast corner of Lot No. 4 which corner is the center line of the Nashville, Chattanooga & St. Louis Railway right-of-way, and running thence North 4° East with the center line of Bellevue Road, 710.50 feet to the southeast corner of Lot No. 1 in said division allotted to Annie Flynn; thence North 86.25° West with the southern boundary lines of Lots Nos. 1, 2, and 3 in said division, 1375.00 feet to an iron pin in the western boundary line of the original tract, the southwest corner of said Lot No. 3 in said division, allotted to John Flynn, thence South 4° East with the western boundary line of the original tract, 1377.50 feet to a post 264.50 feet north of the southwest corner of said original tract; thence South 71.25° East 243.00 feet to a post, the southwest corner of the 12.99-acre tract shown on said survey; thence North 12° East 743.00 feet to a stake, the northwest corner of the 12.99-acre tract shown on said survey; thence South 86° East 900.00 feet to the point and place of BEGINNING, containing 25.60 acres, more or less, according to a survey of E. R. Southgate.

Being the same property conveyed to Barry Construction Company, a Tennessee corporation, by deed from Charles F. Lovell and wife, of record in Book 4004, page 791, Register's Office for Davidson County, Tennessee.

INCLUDED in TRACT NO. 2 but excluded therefrom is a tract of land surveyed by J. L. Murphy, Jr., & Company, dated March 22, 1966, described as follows:

> BEGINNING at the point of the northerly line of the said 25.60-acre tract with the center line of Bellevue Road; thence with said northerly line of the 25.60-acre tract in a westerly direction 345.70 feet; thence South 4° West 177.77 feet to an iron pin which is the northeast corner of said Charles F. Lovell residence lot, which is the point and place of BEGINNING; thence continuing South 4° West 261.00 feet along the westerly edge of a proposed new street to an iron pin, the southeast corner of said lot; thence North 86° West 260.00 feet to an iron pin, the southwest corner of said lot; thence North 16° 57' East 267.81 feet to an iron pin, the northwest corner of said lot; thence South 86° East 200.00 feet to the iron pin which is the northeast corner of said lot and the point and place of BEGINNING, and containing 1.378 acres, more or less.

INCLUDED in the above description but EXCLUDED from the conveyance herein is a certain tract or parcel of land conveyed by Barry Construction Company to James T. McLean and wife Carole L. McLean by deed of record in Book 4220, page 223, Register's Office for Davidson County, Tennessee, more particularly described as follows, to wit:

> A tract or parcel of land in the 9th Civil District of Davidson County, Tennessee, being part of Lot No. 4 on the map showing the division of the lands of John T. Flynn, deceased, partitioned in the Chancery Court of said County in the case of Schild vs. Flynn, et al, by decree entered in Minute Book 128, page 44 of said Court, said map being of record in Plan Book 3, page 15, said Chancery Court. The property herein conveyed is described according to a survey made by Parrish Engineers, Inc., dated November 14, 1967, not of record, as follows:
>
> BEGINNING at a point, the northwesterly corner of the property conveyed to James T. McLean and wife, by deed from Albert Thomas and wife of record in Book 4177, page 376, Register's Office for Davidson County, Tennessee, said point being the west terminus of the north line of said property, and 684.07 feet west from the center line of Bellevue Road; thence with the west line of said property South 19° 17' West 306.69 feet to a point

in the said line, which point is the beginning point of this description; thence North 69° 17' West 499.38 feet to a point in the west line of said original Lot No. 4 of the said division of John T. Flynn lands; thence with said west line North 1° 25' East 194.90 feet to a point therein; thence South 50° 40' East 439.30 feet to a point; thence South 61° 59' East 148.10 feet to a point; thence South 19° 17' West 25.10 feet to the point and place of BEGINNING, and containing 1.07 acres, more or less.

Being a part of the property conveyed to Barry Construction Company by deed from Charles F. Lovell and wife Frances S. Lovell of record in Book 4004, page 791, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to all restrictions, zoning ordinances, and resolutions, easements and right-of-ways which are of record affecting the said land. There is hereby reserved to Grantor, its successors and assigns, permanent easements for access from the remaining property of Grantor lying north of Lots Nos. 21 and 24 of the Subdivision of James T. McLean and wife known as Harpeth Estates, as shown on a plat prepared by Parrish Engineers, Inc., revised October 20, 1967, not of record, across said Lots 21 and 24, for installation and maintenance of access sewer lines to the manholes in the sewer line running from east to west across said lots, and for tapping privileges and making connections at said manholes.

TRACT NO. 3: A tract or parcel of land in the 9th Civil District of Davidson County, Tennessee, being part of Lot No. 4 on the map showing the division of the lands of John T. Flynn, deceased, partitioned in the Chancery Court of said County in the cause of Schild vs. Flynn, et al, by decree entered in Minute Book 128, page 44, of said Court. Said map is of record in Plan Book 3, page 15, said Chancery Court. The property herein conveyed is described according to a survey made by Parrish Engineers, Inc., dated November 14, 1967, not of record, as follows:

BEGINNING at a point in the center line of Bellevue Road, the northeast corner of the property conveyed to James T. McLean and wife Carole L. McLean, by deed of Albert Thomas and wife, of record in Book 4177, page 376, Register's Office for Davidson County, Tennessee; thence with the center line of Bellevue Road South 3° 30' West 85.00 feet to a point at the intersection of the center line of said Bellevue Road and the center line of a proposed road or street; thence with the center line of said proposed road North 86° 30' West 490.00 feet to a point at the beginning of a curve; thence to the north with said curve (radius 550.00 feet) 211.20 feet to a point in the west line of the said property conveyed to James T. McLean and wife by said deed of Albert Thomas and wife; thence North 19° 17' East 45.25 feet to a point, the northeast corner of said property conveyed to McLean and wife by deed of Albert Thomas and wife; thence with the northerly property line of said property South 86° 37' East 684.07 feet to the point and place of BEGINNING, containing 1.25 acres, more or less.

Being the same property conveyed to Barry Construction Company, a Tennessee corporation, by deed from James T. McLean and wife Carole L. McLean of record in Book 4220, page 229, Register's Office for Davidson County, Tennessee.

This conveyance made subject to all restrictions, zoning ordinances, and resolutions, easements and right-of-ways which are of record affecting said TRACT NO. 3, including an easement more particularly described in deed of record in Book 4220, page 229, Register's Office for Davidson County, Tennessee.

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unimproved (X)
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 Barry Zeitlin and wife, Linda Zeitlin *(successors), heirs and assigns forever.* it *covenanS 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.*

It *further covenant and bind* s its *heirs and representatives, to warrant and forever defend the title to said real estate to said* Barry Zeitlin and wife, Linda Zeitlin *(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 Barry Zeitlin and wife, Linda Zeitlin *hereinafter referred to as trustors, hereby transfer and convey unto* Alan L. Saturn, *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 added, 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* December, *19* 71

BARRY CONSTRUCTION COMPANY

BY: Barry Zeitlin
President

Barry Zeitlin
BARRY ZEITLIN, AN INDIVIDUAL

Linda Zeitlin
LINDA ZEITLIN, AN INDIVIDUAL

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Ola J. Salter, *a Notary Public in and for said County and State,* Barry Zeitlin and wife, Linda Zeitlin

*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* 1st *day of* December, *19* 71

Ola J. Salter
Notary Public

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Commission expires 2-2-75

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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.....

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, Alan L. Saturn*, a Notary Public of the State and County aforesaid, personally appeared* Barry Zeitlin*, with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* President *of the* Barry Construction Company*, the within named bargainor, a corporation, and that* he *as such* President*, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* him *self as* President

Witness my hand and seal, at office in Nashville, Tennessee*,*
this 14 *day of* December*, 19*71

Alan L. Saturn
.....*Notary Public*

Commission expires 2/4/75

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

File Book 7

INSTALLMENT DEED

FROM

BARRY CONSTRUCTION COMPANY,

A TENNESSEE CORPORATION

TO

BARRY ZEITLIN AND WIFE,

LINDA ZEITLIN

DEC-6??	CONV	90,000.00			
DEC-6??	CONV	10,000.00			
DEC-6??	MORT'G	90,000.00			
DEC-6??	S'TAX		A*	260.00	
DEC-6??	S'TAX		A*	88.00	
DEC-6??	PR'FEE		A*	.50	
DEC-6??	W'DEED		A*	12.00	* 360.50

PREPARED BY:
ALAN L. SATURN, Attorney
1022 PARKWAY TOWERS
NASHVILLE, TENNESSEE 37219

40284

IDENTIF. REFERENCE

Dec 6 3 31 PM '71

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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