BOOK 4564 PAGE 412 **Installment Deed** Prepared by J. D. Hudson 1st Fed Bldg

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Barry Zeitlin, et al	Barry Zeitlin, et al	Map - 114
c/o Alan Saturn	c/o Alan Saturn (NAME)	
1822 Parkway Towers	1822 Parkway Towers	Parcels
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tenn. 37219	Nashville, Tenn. 37219	167-176-178
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of One Hundred Two Thousand Three Hundred Seventy-Five and 00/100 ($102,375.00) *Dollars,*

of which Twenty-Eight Thousand and 00/100 ($28,000.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Seventy-Four Thousand Three Hundred Seventy-Five and 00/100 ($74,375.00) *Dollars,*

Barry Zeitlin, Martin R. Bubis, David S. Greenberg, Rodney I. Wise *have* assumed and agreed to pay the unpaid principal balance of one promissory note for the original principal sum of $36,000.00, executed February 16, 1968 by General Leasing Corporation, payable to the order of T. L. O'Brien and wife, with interest at the rate of 5 1/2% per annum, in monthly installments of $294.16. Said note is secured by Vendor's Lien retained in Deed of record in Book 4216,page 208,Register's Office for Davidson County, Tennessee. The unpaid principal balance of said note as of this date is $29,412.39; and, for the remainder of the purchase price, grantees have executed their one promissory note of even date for the principal sum of $44,962.61, payable to the order of General Leasing Corporation,with interest at 7% per annum as follows: Interest at the rate of 7% per annum is due and payable on the entire principal sum one year after date; and thereafter, beginning March 20 ,1973,principal shall be payable in eight,equal,consecutive quarterly installments, of $5,620.33 with interest at 7% 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, General Leasing Corporation, A Tennessee Corporation, hereinafter called Grantor

have this day bargained and sold, and do hereby transfer and convey unto the said Barry Zeitlin, Martin R. Bubis, David S. Greenberg, Rodney I. Wise, hereinafter called Grantee

their (successors), *heirs and assigns,*

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

TRACT I:

Land in the 8th Civil District of Davidson County, Tennessee, described as BEGINNING at a small elm and hackberry, with a planted rockcorner, running north 22¼ East 420 feet with W. E. Smart's line to a planted rock in fence row; thence north 12° West with fence, 210 feet to a planted rock with a black walnut pointer; thence south 53° West 308 feet to a black locust corner; thence south 10° east 410 feet to the beginning, containing two acres, more or less.

TRACT II:

Land in the 8th Civil District of Davidson County, Tennessee, described as follows: BEGINNING at a black walnut tree in C. V. Hutchison's south line near a well, this also being the northwest corner of Tract No. I; thence with C. V. Hutchison's and Troy Buttrey's line, south 1° west 36 1/2 poles, more or less, to a planted stone in Buttrey and Gaddis line; thence south 88° east 45 1/2 poles, more or less, to a small elm in fence row, this being the southwest corner of Tract No. 2; running thence north 3° east with Tract No. 2 18 1/2 poles, more or less to a large black oak; thence north 17° east 18 poles, more or less,to a small sycamore tree in a gully; thence north 25° east 14 poles,more or less, to a triple elm on the east side of old road, also a corner of Tract No. 1 and 2; thence north 73° west with Tract No. 1, 13 poles, more or less to a red oak; thence north 60° west with Tract No. 1, 8 1/2 poles to an elm with small hickory and black walnut pointer; thence north 75° west 23 1/2 poles, more or less, with Tract No. 1, to a black walnut in C.V. Hutchison's line, the beginning.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 102,375.00

Subscribed and sworn to before me, this the 27 day of Dec. 1971

Affiant

My commission expires: July 31-1973 (Affix Seal)

Notary Public

TRACT III.

Being in the 8th Civil District of said County, described as follows: BEGINNING at a triple elm in Tract No. 1 on the east side of old road; thence south 25° west 14 poles, more or less, to a small sycamore tree in a gully; thence south 17° west 18 poles, more or less to a large black oak; thence south 3° west 18 1/2 poles, more or less to a small elm in Walter Gadis, Jr. east line or fence row; thence south 88° east 34 1/2 poles, more or less, to an elm and mulberry, the southeast corner of the J. M. O'Brien tract; thence north 22° east 59 poles, more or less, to a small hackberry and elm in W. E. Smart's line, also the southern corner of John Polk's lot; thence north 16° west with Polk's line, 24 1/2 poles more or less to a black locust, Polk's corner; thence south 51° west with Polk's line, 20 poles, more or less, to center of Old Hickory Blvd; thence north about 9° west with center of said road, 30 poles, more or less, to the corner of Tract No. 1, triple elm for pointer; thence leaving said road, north 81° west 22 poles, more or less, to an iron pin with honey locust for a pointer; thence south 27° west 13 1/4 poles to a large elm tree; thence south 27 1/2° west 23 poles to small elm on east side of an old road; thence south 29° west 21 poles to a triple elm on the east side of the old road, the beginning.

Being the same property conveyed to General Leasing Corporation, A Tennessee Corporation, by deed from T. L. O'Brien and wife, as of record in Book 4216, page 208, said Register's Office.

Grantees herein agree that any default by them in discharging the terms, covenants, and conditions of the Installment Deed from T. L. O'Brien and wife to General Leasing Corporation of record in Book 4216, page 208, Register's Office for Davidson County, Tennessee, or of the promissory note described in and secured thereby shall likewise be a default in the terms and covenants of this instrument entitling the Grantor, its successors and assigns, to declare a default hereunder and to proceed, immediately, to exercise the power of sale for default as herein set forth.

unimproved ( )
This is improved (X) property, known as Old Hickory Boulevard, 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 Grantee *their* ~~successors~~, *heirs and assigns forever.* Grantor *covenant 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,* except as herein otherwise stated.

It *further covenant and bind* itself, its successors and assigns ~~heirs and representatives~~, *to warrant and forever defend the title to said real estate to said* Grantee *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 Grantee *hereinafter referred to as trustors, hereby transfer and convey unto* T. I. Holman, 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 the sum of insurable value, *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.

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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 20th *day of* December, *19* 71

General Leasing Corporation

President

Rodney I. Wise

Barry Zeitlin

David S. Greenberg

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, N. G. Bauer, *a Notary Public in and for said County and State,* Barry Zeitlin, Martin R. Bubis, David S. Greenberg, Rodney I. Wise

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* 20th *day of* December, *19* 71

N. G. Bauer
Notary Public

Commission expires July 31-1973

RECORDED 12

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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, Virginia R. Runion, *a Notary Public of the State and County aforesaid, personally appeared* Ed Seaton, Jr., *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* President *of the* General Leasing Corporation, *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 20th *day of* December, *19* 71.

Virginia R. Runion *Notary Public*

Commission expires 2-1-75

DEC28	CONV	90,000.00			
DEC28	CONV	12,375.00			
DEC28	MORTG	44,962.61			
DEC28	S TAX		A*	266.24	
DEC28	S TAX		A*	43.00	
DEC28	PRTFEE		A*	.50	
DEC28	MFEED		A*	8.00	* 317.74

INSTALLMENT DEED

FROM GENERAL LEASING CORPORATION

TO BARRY ZEITLIN, ET AL

B 42764

IDENTIF. REFERENCE

DEC 28 3 20 PM '71

FELIX [illegible] 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

Mail to: Mr. Allan Sowers
1622 Parkway Towers
Nashville, Tn. 37219