Prepared by James I. Vanco Dep. Clk & Atty 700 Am. Trust Bldg.

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Sam H. Hirshberg, Trustee (NAME)	Same (NAME)	Map 118-2
109 - 29th Avenue North (STREET ADDRESS OR ROUTE NUMBER)	BOOK 4589 PAGE 566 (STREET ADDRESS)	Par. 72-
Nashville, Tennessee 37203 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	73-74

FOR AND IN CONSIDERATION of the sum of

---Five Hundred Sixty Thousand and no/100 ($560,000.00)---------- *Dollars,*

of which --------One Hundred Sixty Thousand and no/100

($160,000.00)---------- *Dollars, has been paid in cash,*

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

---Four Hundred Thousand and no/100 ($400,000.00)---------- *Dollars,*

the Grantee *has executed*

an installment note payable at the rate of $3,083.33 per month for a period of seven (7) years and thereafter at the rate of $5,212.00 per month for the next succeeding six (6) years, with each installment to be applied first to the payment of interest on the unpaid principal balance of said note at the rate of six and one-half (6-1/2%) per cent per annum, and then to the principal balance of the same,

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, we, Viola Sudekum Baulch, Elizabeth Sudekum Johnston, Sara Sudekum Stengel and Marie Sudekum Woolwine, and Ridgefield Realty Company, a Tennessee corporation,

have this day bargained and sold, and do hereby transfer and convey unto Sam H. Hirshberg, Trustee, with full power to sell, mortgage, transfer and convey the same without joinder of any beneficiary, and to his successors in trust and assigns,

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

Land in the City of Berry Hill, 7th Civil District of Davidson County, Tennessee, being an unnumbered tract on the Map of Kirkwood Heights, Sections 4 and 5, as of record in Book 1130, pages 18 and 22, Register's Office for said County, described according to a survey by James A. Hamilton, surveyor, dated July 31, 1959, as follows:

Beginning on the westerly margin of Franklin Pike at the southeast corner of property conveyed to York Realty Company by deed from George Logan, et al, of record in Book 2097, page 355, Register's Office for said County, said point being 282.5 feet south of the southerly margin of Inverness Avenue; thence with the southerly line of said Realty Company's property, westwardly 150 feet to a point; thence southwardly 637.05 feet to a point on the northerly margin of Horner Avenue; thence with the same eastwardly 128.3 feet to the beginning of a curve; thence around said curve, which has a radius of 20 feet, northeastwardly 39.37 feet to a point in the westerly margin of Franklin Pike; thence with the same northwardly 629.49 feet, more or less, to the point of beginning, together with all fixtures and articles of personal property attached to or used in connection with the same.

Being part of the same property conveyed to Anthony Sudekum by deed of record in Book 1129, page 686, said Register's Office, and devised

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater for this transfer is $ 560,000.00

Subscribed and sworn to before me, this the 30th day of March, 1972

Affiant

My commission expires, April 11, 1973

(Affix Seal)

Notary Public

by him to Nettie E. Sudekum by Will of record in Will Book 61, page 197, County Court Clerk's Office for said County. A portion of the same was thereafter conveyed to the corporate grantor by deed from Nettie E. Sudekum of record in Book 3000, page 107, said Register's Office, and the balance was devised by her to the individual grantors by Will of record in Will Book 78, page 1, County Court Clerk's Office. The individual grantors in turn conveyed another portion of the same to the corporate grantor by deed of record in Book 3762, page 515, and by deed of correction in Book 3765, page 231, said Register's Office. This conveyance of said property is made expressly subject to the following:

1. City of Berry Hill, Metropolitan and State taxes for the year 1972 which have been prorated and the payment of which has been assumed by the Grantee.

2. Two deeds of trust, each to Allen M. Steele, Trustee, securing indebtednesses in favor of Life & Casualty Insurance Company of Tennessee, dated November 1, 1961 and June 9, 1964, and recorded in Book 3296, page 139, and Book 3758, page 149, said Register's Office, respectively, each conveying portions of the property above conveyed as security for the indebtednesses described therein. The Grantors covenant and agree that they will cause the indebtednesses described in and secured by said deeds of trust to be paid as and when the same shall respectively fall due, to the end that no default therein may occur entitling the Trustee named in said deeds of trust, or the holder of the respective indebtednesses to exercise any of the rights and privileges contained therein so as to interfere in any manner with the Grantee's possession and enjoyment of the above described premises. Grantors will furnish statements annually to the Grantee of payments made on said debts.

3. Leases with tenants in possession of various portions of the premises, which leases have been assigned by the Grantors to the Grantee, with all rentals, rights, and obligations of the parties apportioned as of the date of this conveyance.

4. Utility easements and other matters appearing upon the recorded plan of Kirkwood Heights aforesaid.

unimproved ( )
This is improved (X) property, known as 252902535 Franklin Pike, 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 Sam H. Hirshberg, Trustee, and to his successors in trust and ~~his~~ assigns forever. /Grantors *covenant that* they 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 hereinabove set forth.

Grantors *further covenant and bind* themselves, their successors ~~his~~ heirs and representatives, *to warrant and forever defend the title to said real estate to said* Grantee, and to his successors in trust and assigns, ~~his~~ *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 Sam H. Hirshberg, Trustee

hereinafter referred to as trustors, hereby transfer and convey unto James I. Vance Berry, *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 principal balance of said/ until indebtedne *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 trust 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 30th *day of* March, *19*72.

RIDGEFIELD REALTY COMPANY

By: Sam H Hirshberg

X Viola Sudekum Baulch
Viola Sudekum Baulch

Elizabeth S Johnston
Elizabeth Sudekum Johnston

Sara Sudekum Stengel
Sara Sudekum Stengel

Marie Sudekum Woolwine
Marie Sudekum Woolwine

Sam H Hirshberg, Trustee
Sam H. Hirshberg, Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Adele Van Dyke, *a Notary Public in and for said County and State,* Viola Sudekum Baulch, Elizabeth Sudekum Johnston, Sara Sudekum Stengel and Marie Sudekum Woolwine,

*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* March, *1972.*

Adele Van Dyke *Notary Public*

Commission expires July 31, 1974

BOOK 4589 PAGE 569

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Imogene P. Etter, *a Notary Public in and for said County and State,* Sam H. Hirshberg, Trustee,

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 Nashville, Tennessee, *this* 30th *day of* March, *19* 72.

Imogene P. Etter *Notary Public*

Commission expires Sept. 12, 1973

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, Adele Van Dyke, *a Notary Public of the State and County aforesaid, personally appeared* Thomas M Evans, *with whom I am personally acquainted, and who, upon oath, acknowledged* himself *to be* President *of the* Ridgefield Realty Company, *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* himself *as* President

Witness my hand and seal, at office in Nashville, Tennessee *this* 30th *day of* March, *19* 72.

Adele Van Dyke *Notary Public*

Commission expires July 31, 1974

B 5 4 4 5 6

IDENTIF. REFERENCE

APR 4 10 52 AM '72

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

APR-4 72	CONV	*	.00 560,000.00	
APR-4 72	MORT'G	*	.00 400,000.00	
APR-4 72	S'TAX		A* 1,456.00	
APR-4 72	S'TAX		A* 398.00	
APR-4 72	PR'FEE		A* .50	
APR-4 72	D'DEED		A* 8.00	* 1,862.50