This Instrument Prepared by
Schulman, McCarley, Hooker and Pride
900 American Trust Building

Installment Deed BOOK 4608 PAGE 529

MAIL NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mary Carrethers	Same	Map 81-16
(NAME:) Jefferson Street	(NAME:) Same	Par. 372
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tennessee	(STREET ADDRESS) Same	371 pw
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of ONE HUNDRED TWENTY FIVE THOUSAND AND NO/100 ($125,000.00) ---------- *Dollars,*

of which FIVE THOUSAND AND NO/100 ($5,000.00) ---------- ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder ONE HUNDRED TWENTY THOUSAND AND NO/100 ($120,000.00) ---------- *Dollars,*

Mary Carrethers

has executed

her promissory note of even date herewith payable to the order of Sidney Schulman, payable in monthly installments as follows, On the 8th day of July, 1972, the sum of One Thousand Twelve and 64/100 ($1,012.64) Dollars, and thereafter one hundred seventy nine (179) monthly payments on the 8th day of each succeeding month, each for a like amount, which includes principal and interest at the rate of six (6%) per cent per annum to be applied first to the payment of interest and the remainder to principal until said sum and interest has 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, I, SIDNEY SCHULMAN,

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

(successors), heirs and assigns,

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

Two tracts of land in Davidson County, Tennessee, being parts of lots Nos. 156 and 157 on the Plan of D. T. McGavock's Addition, of record in book 10, page 606, et seq., of the Register's Office for said County, and described according to a survey made by E. R. Southgate, Surveyor, November 27, 1945, as follows:

Tract No. 1: Beginning at a point on the northerly margin of Jefferson Street 30 feet east of the northeast corner of said Street and 11th Avenue North; thence easterly, along the north margin of said Street, 90 feet to a post; thence northerly along a fence 92 feet 8 inches to a stake in the south margin of a private alley; thence easterly, along the south margin of said alley, 35 feet to a stake; thence northerly 80 feet 6 inches to an iron pin in the south margin of Madison Street; thence westerly along the south margin of said Street, 173 feet 6 inches to the southeast corner of Madison Street and 11th Avenue North; thence South, along the easterly margin of 11th Avenue North, 83 feet 8 inches to a stake; thence easterly 30 feet to a stake in a fence line; thence southerly along said fence line, 95 feet to the beginning.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 115,000.00

Subscribed and sworn to before me this the 8th day of June 19 72

My commission expires: 5-23-73

Affiant

Notary Public

(Affix Seal)

Being the same property conveyed to Sidney Schulman, by deed from Posey Rose Scott, of record in book 4136, page 696, Register's Office for said County.

Tract No. 2: Said part of Lot No. 157 fronts 30 feet on the northerly side of Jefferson Street and runs back between parallel lines, with the easterly margin of 11th Avenue North, formerly Fillmore Street, 100 feet more or less, to a private alley.

Being the same property conveyed to Sidney Schulman, by deed from Bessie Revelle Puryear, et al, of record in book 4351, page 771, Register's Office for said County.

In addition to the property herein conveyed, there is included in this conveyance certain personal property consisting of fixtures, equipment and certain inventory on which financing statements have been executed.

Blanche K. Schulman, wife of the said Sidney Schulman, joins in the execution of this instrument for the purpose of conveying and releasing any rights which she may have by reason of the marital status.

JUN-8?2	CONV	90,000.00	
JUN-8?2	CONV	25,000.00	
JUN-8?2	MORTG	90,000.00	
JUN-8?2	MORTG	30,000.00	
JUN-8?2	S'TAX		A* 299.00
JUN-8?2	S'TAX		A* 118.00
JUN-8?2	PRFEE		A* 6.00

This is ( ) unimproved (X) improved property, known as 50 Jefferson Street, Nashville, Tennessee (House Number) (Street) (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Mary Carrethers, her *(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.,* except by taxes for the year 1972, and easement of record in book 613, page 387, Register's Office for Davidson County, Tennessee, subject to which this conveyance is executed.

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Mary Carrethers, her *(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 Mary Carrethers, *hereinafter referred to as trustors, hereby transfer and convey unto* I. R. Schulman, *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 $ 10,000.00, *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 paid, and shall 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 8th *day of* June, *19* 72.

B 6 2 6 1 2

IDENTIF. REFERENCE

JUN 8 2 29 PM '72

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Sidney Schulman

Sidney Schulman

Blanche K. Schulman

Blanche K. Schulman

Mary Carrethers

Mary Carrethers

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Annie George, *a Notary Public in and for said County and State,* Sidney Schulman and wife, Blanche K. Schulman, and Mary Carrethers,

the within named 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* 8th *day of* June, *19* 72

Annie George *Notary Public*

Commission expires 5-23-73

NOTARY PUBLIC TENN.