Installment Deed

This instrument was prepared by Earl Thompson, Atty. Nashville, Tenn.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Esteban M. Kabigting	Same	
(NAME) Vandiver Drive	(NAME) BOOK 4631 PAGE 129	43-12
(STREET ADDRESS OR ROUTE NUMBER) Madison , Tennessee	(STREET ADDRESS)	52-53
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	Pt

FOR AND IN CONSIDERATION of the sum of Twenty-Five Thousand ($25,000.00) ---------- *Dollars,*

of which One Thousand Two Hundred Seventy-Six and 45/100 ($1,276.45) ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Twenty Three Thousand Seven Hundred Twenty-Three and 55/100 ($23,723.55)---------- *Dollars,*

Esteban M. Kabigting and wife, Adela A. Kabigting---------- ---------- *have executed*

executed two notes payable to the Grantors herein, one in the amount of $500.00 which is due on or before six months from date without interest and one note in the amount of $2,500.00 which is payable in one and two yearly installments of $1,250.00 each. The first being due on or before September 1, 1973 and the second installment being due on or before September 1, 1974. This note draws interest at the rate of 7% per annum from date. The remaining $20,723.55 the Grantees assume and agree to pay Old Hickory Employees Credit Union the balance of two deeds of trust of record in Book 4133, page 373 and Book 4158, page 817, Register's Office for Davidson County, Tennessee.

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, Marvin Podis, Paul H. Flexer and Arnold E. Arkovitz---------- ---------- *have this day bargained and sold, and do hereby transfer and convey unto the said* Esteban M. Kabigting and wife, Adela A. Kabigting, their---------- ---------- *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

TRACT NO. I: Being Lot No. 22 on the unrecorded plan of Vandiver Subdivision of the east one-half of Tract No. 9 of the Anderson Land, in the 11th Civil District of said County, described according to the Plan made by Ewell Anderson in July of 1944, as follows: BEGINNING at a point in the northeasterly margin of Vandiver Drive at the common corner of Lot No. 21 and 22; thence along the margin of said drive in a northwesterly direction 50 feet to a point; thence extending back between two parallel lines, 157 feet more or less, to a point in the low water mark of the Cumberland River, the rear line measuring 50 feet thereon.

TRACT NO. II: Being Lot No. 23 on the unrecorded plan of Vandiver Subdivision of the east one-half of Tract No. 9 of the Anderson Land in the 11th Civil District of said County, described according to the Plan made by Ewell Anderson in July of 1944, as follows: BEGINNING at a point in the northeasterly margin of Vandiver Drive at the common corner of Lots 22 and 23; thence along the margin of said Drive in a northwesterly direction of 50 feet to a point; thence extending back between two parallel lines 157 feet, more or less, to a point in the low water mark of the Cumberland River, the rear line measuring 50 feet thereon.

(CONTINUED)

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $ 25,000.00

Subscribed and sworn to before me, this the 24th day of August 19 72

Affiant

My commission expires: _____ (Affix Seal)

Notary Public

Being the same property conveyed to Marvin Podis, Paul H. Flexer and Arnold E. Arkovitz by deed from LeRoy G. Howle and wife, of record in Book 4316, page 848, Register's Office for said County.

Taxes for the year 1972 have been pro-rated as of this date and will be paid by the purchasers.

The said two deeds of trust which are of record in Book 4133, page 373 and Book 4158, page 817, Register's Office for Davidson County, Tennessee as aforesaid the Grantees herein assume and agree to pay said balance and interest thereon and will pay the same according to their respective terms, conditions and provisions and by reference the two deeds of trust are made a part of this conveyance as fully as if copied.

unimproved ( )
This is improved (X) property, known as 1 (House Number) Vandiver Drive (Street) P. O. Address: Madison (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Esteban M. Kabigting and wife, Adela A. Kabigting, their *(successors), heirs and assigns forever.* We *covenant that* we 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 aforesaid, which encumbrances are assumed and will be paid by the Grantees herein.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Esteban M. Kabigting and wife, Adela A. Kabigting, 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 Esteban M. Kabigting and wife, Adela A. Kabigting *hereinafter referred to as trustors, hereby transfer and convey unto* Banks Draper, *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 $ 20,000.00, *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

[illegible] 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 22 *day of* August, *19* 72.

Esteban M. Kabigting
Esteban M. Kabigting

Marvin Podis
Marvin Podis

Adela A. Kabigting
Adela A. Kabigting

Paul H. Flexer
Paul H. Flexer

Arnold E. Arkovitz
Arnold E. Arkovitz

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, J. M. DRAPER, *a Notary Public in and for said County and State,* Marvin Podis, Paul H. Flexer, Arnold E. Arkovitz and Esteban M. Kabigting and wife, Adela A. Kabigting

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* 22 *day of* August, *19* 72.

Notary Public

Commission expires FEBRUARY 1, 1975.

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, ..., *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.....

B 7 2 9 5 0

IDENTIF. REFERENCE

AUG 24 10 20 AM '72

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TENN.

AUG24 72	CONV	25,000.00			
AUG24 72	MORT'G	23,723.55			
AUG24 72	S'TAX		A*	65.00	
AUG24 72	S'TAX		A*	21.70	
AUG24 72	PR'FEE		A*	.50	
AUG24 72	W'DEED		A*	8.00	* 95.20

INSTALLMENT DEED

FROM

MARVIN PODIS, PAUL H. FLEXER

and ARNOLD E. ARKOVITZ

TO

ESTEBAN M. KABIGTING, ET UX

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