James W. & Charlotte C. Pickle
500 Union Street
Nashville, Tennessee 37210

Map 91-2 Par. 177 — Send tax bills to new owner — Map 91-2 Par. 209-79-310

INSTALLMENT DEED—TENNESSEE TITLE COMPANY

FORM 1003

This instrument prepared by: Morris Levine, Attorney BOOK 4658 PAGE 787

FOR AND IN CONSIDERATION OF the sum of Forty-one Thousand---------- ($41,000.00) and no/100---------- DOLLARS of which $ 4,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantee has assumed and agreed to pay the unpaid indebtedness owing on Tract #1 to First Federal Savings & Loan Association of Nashville, Tennessee, said indebtedness of record in Book 3853, page 896, Register's Office for Davidson County, Tennessee; also, the unpaid indebtedness of record in Book 4072, page 514, Register's Office for Davidson County, Tennessee, owing to First Federal Savings and Loan Association as it pertains to Tract II; and the indebtedness owing to Fidelity Federal Savings & Loan Association as to Tract III of record in Book 3912, page 393, Register's Office For Davidson County, Tennessee, and in addition to the grantee paying the remaining balance of each of the obligations described herein, the grantee has executed his promissory note in the principal sum of $15,934.05, dated September 1, 1972, payable to the order of Margaret Schulman. Said note payable in monthly installments of $_____, including interest at 7% per annum on the unpaid principal balance. Monthly payments are to be applied, first to the payment of interest on the principal, or so much thereof as shall from time to time remain unpaid, and the balance to be applied to payment of principal until the entire amount is paid in full. The first payment of $_____ is due and payable on Sept. 1, 1972, and thereafter on or before the 1st day of each succeeding month until full payment is made.

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

We, Margaret Schulman and Ben D. Schulman

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto James W. Pickle,

herein called grantees, his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

TRACT I:
Land in Davidson County, Tennessee, being the easterly 49 feet of Lot No. 2 of Block 14 in the Unregistered Extension of Cherokee Park, as of record in Book 161, page 75, Register's Office for said County.

Said part of said lot fronts 49 feet on the southerly side of California Avenue and runs back between parallel lines and along the westerly margin of 60th Avenue, North, 150 feet to an alley.

Being the same property conveyed to Margaret Schulman from Marvin Schulman and wife, Larisa by deed of record in Book 4329, page 434, Register's Office for Davidson County, Tennessee.

TRACT II:
Land in Davidson County, Tennessee, being part of Block B. on the Plan of Cherokee Park Subdivision, of record in Book 161, page 75, Register's Office for said County, and being Lot No. 15 on the Plan of the subdivision of said Block B, not of record, described as follows:

Beginning on the northerly margin of New York Avenue, at a point 100 feet east of the easterly margin of 62nd Ave. North; thence northwardly parallel with the easterly margin of 62nd Ave. North 160 feet to the southerly margin of an alley; thence with said alley, eastwardly 50 feet; thence southwardly 160 feet to the northerly margin of New York Avenue; thence with said Avenue westwardly 50 feet to the beginning.

Being the same property conveyed to Margaret Schulman by deed from Marvin Schulman and wife, Larisa Schulman by deed of record in Book 4329, page 434, Register's Office For Davidson County, Tennessee.

TRACT III:
Land in Davidson County, Tennessee, being Lot No. 29 on the unrecorded Map of Lockhart's Property, in the 12th Ward of the City of Nashville, and described as follows:

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Beginning at a point in the southerly margin of Kentucky Avenue at the common corner of Lds 28 and 29, being 10 feet east of an iron pipe; thence with the line between said lots southwardly 155 feet to the north margin of an alley; thence with the margin of said alley easterly 50 feet to the corner of lots 29 and 30; thence with the line between said lots 155 feet to the south margin of Kentucky Avenue; thence with the margin of the same westerly 50 feet to the point of beginning.

Being the same property conveyed to Margaret Schulman and Ben D. Schulman by deed from Coleman LaRue and wife, Ludie Ines LaRue by deed of record in Book 3859, page 214, Register's Office for Davidson County, Tennessee.

TRACT IV:
Land in Davidson County, Tennessee, being Lots Nos. 1401 and 1403 of Block 50, Plan No. 2, West Nashville, as of record in Book 57, page 172, Register's Office for said County.

Said Lot No. 1401 fronts 35 feet on the northerly side of California Avenue and runs back between parallel lines, with the westerly margin of 55th Avenue, North, formerly 14th Street, 150 feet to an alley.

Said Lot No. 1403 fronts 25 feet on the northerly side of California Avenue and runs back between parallel lines 150 feet to an alley.

Being the same property vested in Margaret Schulman by devise under the will of Lily Schulman, deceased, of record in Will Book 67, page 358, Probate Court of Davidson County, Tennessee.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater for this transfer is $41,000.00.

Subscribed and sworn to before me, this the 28th day of November, 1972.

Affiant

Notary Public

My commission expires:
1/20/74
at Large. State of Tenn.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their 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.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said real estate to said grantees, their 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 notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, we, the said grantees herein do hereby transfer and convey unto Morris Levine Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. We, the said grantees do hereby 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 sum of $ ins. value until the notes herein secured are 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 and holder of said notes, as his interest may appear. We further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case we fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment. Now, if we, the said grantees, shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if we fail to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; we fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said notes, 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 notes, or any of said notes then past due and unpaid, all remaining unpaid notes 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 conveyance. We agree that the Trustee, may at any time, after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. We further agree 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 notes 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 the grantors herein, their heirs, 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 lien notes, or, if more than one, then of the first-maturing unpaid note, 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 said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Said trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

IN WITNESS WHEREOF, we, the said grantors and grantees, have hereunto set our hands this the 1st day of September, 1972.

Margaret Fey Schulman

Ben D. Schulman

Sworn to before me and subscribed in my presence this 25th day of October, 1972. Barbara Ann Finizia

James W. Pickle

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Undersigned, a Notary Public in and for said County and State, the within named Margaret Schulman, an unmarried person, and James W. Pickle the 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 this 25th day of October, 1972

Commission Expires 10-24-76 Pamela F. Lipe Notary Public.

STATE OF MASSACHUSETTS
COUNTY OF Suffolk

Personally appeared before me Barbara-Ann Finizia, a Notary Public in and for said County and State, the within named Ben D. Schulman the 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 Boston, Massachusetts this 24th day of October, 1972

Commission Expires September 13, 1979 Barbara-Ann Finizia Notary Public.

and ____, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said ____ as such ____ and attesting the same by the said ____ as such ____

WITNESS my hand and official seal at office on this the ____ day of ____, 19____

My commission expires ____

NOV28 CONV 41,000.00
NOV28 MORT'G 15,934.05
NOV28 ST'TAX A* 106.60
NOV28 ST'TAX A* 19.90
NOV28 PR'FEE A* .50
NOV28 W'DEED A* 6.00 * 127.00

INSTALLMENT DEED

FROM Margaret Schulman and Ben D. Schulman

TO James W. Pickle

REGISTER'S OFFICE
STATE OF TENNESSEE
DAVIDSON COUNTY

Received for record this ____ day of ____ A. D. 19____ at ____ o'clock ____ M., and recorded in Book 3856 Page 96

IDENTIF. REFERENCE

Noted in Book ____ Page ____

Recording Fee ____

NOV 28 3 00 PM '72
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

By ____ County Register ____ Dept. Reg.

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