BOOK 4724 PAGE 672 **Installment Deed** Prepared by: Webster Elliott Atty Nash Tenn

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
ELIZABETH T. PICKRUHL (NAME:)	Same (NAME:)	1175
P.O. Box 1587 (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	11 Pcl
Nashville, Tenn. 37202 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of THIRTY SIX THOUSAND SEVEN HUNDRED and NO/100----------($36,700.00)---------- *Dollars,*

of which EIGHTEEN THOUSAND THREE HUNDRED FIFTY and NO/100----------

----------($18,350.00)---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder EIGHTEEN THOUSAND THREE HUNDRED FIFTY and NO/100----------($18,350.00)--------- *Dollars,*

Elizabeth T. Pickruhl has *executed* a note of even date, payable in equal monthly installments in the amount of $213.23, for a total of 120 months, beginning on the 2nd day of Aug., 1973, and including interest at the rate of 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, Marion H. Mintzer, Elizabeth M. Herron, Michael O. Mintzer, and Patricia M. Hopkins,

have this day bargained and sold, and do hereby transfer and convey unto the said Elizabeth T. Pickruhl,

her (~~XXXXXXXX~~), *heirs and assigns,*

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

Land in Davidson County, Tennessee, being the easterly 17 feet of Lot No. 5 and all of Lots Nos. 6, 7 and 8 on the Revised Plan of Block "A" of the Life and Casualty Insurance Company's Woodmont Boulevard Tract, not of record, described according to a survey made by Z. J. Wilkinson, Surveyor, March 1, 1941, as follows:

Beginning on the southerly margin of Woodmont Boulevard, at a point 105 feet west of the westerly margin of Foxhall Road, being the corner of Lots Nos. 8 and 9; thence with said Road, westwardly 92 feet to a point, which is 8 feet east of the westerly margin of Lot No. 5; thence in a southwardly direction 250 feet to a point in the northerly line of Lot No. 29, which is 8 feet east of the westerly margin of Lot No. 5; thence with the northerly line of Lots Nos. 29 and 28, eastwardly 42 feet to the southwest corner of Lot No. 16; thence with the westerly line of Lots Nos. 16, 15, 14 and 13, northwardly 100 feet to the northwest corner of said Lot No. 13; thence with the northerly line of said Lot No. 13, eastwardly 50 feet to a point 103.9 feet west of the westerly margin of Foxhall Road, being the corner of Lots Nos. 8 and 9; thence the line between said two lots, northwardly 150 feet to the beginning.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $36,700.00

Affiant

Subscribed and sworn to before me, this the 2nd day of July 1973

Notary Public

My commission expires: October 31st, 1976

(Affix Seal)

CLERK RECEIVED

Being the same property conveyed to Marion H. Mintzer a limited life estate, with remainder to her children, per stirpes, by deed from A. K. Head and wife, Helen C. Head, of record in Book 2649, page 109, Register's Office for said County, and jointly by decree in Minute Book 203, page 305, Chancery Court for Davidson County, Tennessee.

This is improved (X) unimproved ( ) property, known as 3703 Woodmont 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, her ~~XXXXXXX~~ *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 of record.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Elizabeth T. Pickruhl, her ~~XXXXXX~~ *(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 Elizabeth T. Pickruhl, *hereinafter referred to as trustors, hereby transfer and convey unto* Hunter B. Short, *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 $ 18,350.00 *, 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

STATE OF ~~TENNESSEE~~ Ohio)
COUNTY OF ~~DAVIDSON~~ Franklin)

Personally appeared before me, ~~Patricia Charles E. Nutt~~, a Notary Public in and for said County and State, Patricia M. Hopkins, the within named bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Columbus, Ohio this 26th day of June, 1973.

Charles E. Nutt
Notary Public
State of Ohio

My Commission Expires:
Life Time Commission

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Sandra Province, a Notary Public in and for said County and State, Elizabeth T. Pickruhl, the within named bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 2nd day of July, 1973.

Sandra Province
Notary Public

My Commission Expires:
October 31st, 1976.

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 21st day of JUNE, *19*73.

Marion H. Mintzer
+ Elizabeth M. Herron
Michael O. Mintzer
Patricia M. Hopkins
Elizabeth L. Pickrell

STATE OF ~~TENNESSEE~~ Ohio
COUNTY OF DAVIDSON } Franklin

Personally appeared before me, Charles E. Nutt, *a Notary Public in and for said County and State,* Marion H. Mintzer

the within named bargainor....., with whom I am personally acquainted, and who acknowledged that she *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Columbus, Ohio *Tennessee, this* 21st *day of* June, *19*73.

Charles E. Nutt *Notary Public*

Commission expires Life time commission State of Ohio

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STATE OF ~~TENNESSEE~~ Ohio
COUNTY OF ~~DAVIDSON~~ Franklin

Personally appeared before me, J. BRADFORD NOYES, *a Notary Public in and for said County and State,* Elizabeth M. Herron, *the within named bargainor, with whom I am personally acquainted, and who acknowledged that* she *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Columbus, Ohio, *this* 21st *day of* June, *19* 73

J. Bradford Noyes, *Notary Public*

J. BRADFORD NOYES
Notary Public, Franklin County, Ohio
My Commission Expires July 31, 1974

Commission expires

STATE OF TENNESSEE
COUNTY OF DAVIDSON

JUL-3F CONV 36,700.00
JUL-3F MORT'G 18,350.00
JUL-3F STAX A* 95.42
JUL-3F RTAX A* 16.50
JUL-3F PR'FEE A* .50
JUL-3F WDEED A* 10.00 * 122.22

Before me, [illegible], *a Notary Public of the State and County aforesaid, personally appeared* [illegible], *with whom I am personally acquainted and who, upon oath, acknowledged* [illegible] *to be* [illegible] *of the* [illegible], *the within named bargainor, a corporation, and that* he *as such* [illegible], *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* self *as* [illegible].

Witness my hand and seal, at office in [illegible], *this* [illegible] *day of* [illegible], *19* [illegible]

[illegible], *Notary Public*

Commission expires [illegible]

Ohio
STATE OF ~~TENNESSEE~~)
COUNTY OF ~~DAVIDSON~~ Franklin)

Before me, Charles E. Trutt, a Notary Public in and for said County and State, appeared Michael O. Mintzer, 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 Columbus, Ohio this 26th day of June, 1973.

Charles E. Trutt
Notary Public

My Commission Expires: Life Ind Commission State of Ohio

INSTALLMENT DEED

FROM Marion H. Mintzer, et al

TO Elizabeth T. Pickrubl

PLEASE FILE HENRY A. GILLESPIE CO.

C 13868

IDENTIF. REFERENCE

JUL 3 11 23 AM '73

FELIX Z. WILSON 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