his instrument prepared by:
ugh C. Howser, Attorney
00 James Robertson Parkway
ashville, Tennessee

Installment Deed

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ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Edwin B. Raskin, Trustee	same	118-3-55
(NAME)	(NAME)	
Third National Bank Bldg.		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tenn.		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Seven hundred thousand and no/100 ---- ($700,000.00) ---- *Dollars,*

of which Fifty Thousand and no/100 ---- ($50,000.00) ---- *Dollars, has been paid in cash,*
by Edwin B. Raskin, Trustee,
the receipt of which is hereby acknowledged, and for the remainder Four hundred thirty-six thousand two hundred fourteen and 63/100 ---- ($436,214.63) ---- *Dollars,*
is the principal balance of an indebtedness owed to the holder of a note described in a First Deed of Trust on the hereinafter described property from U. Grant Browning, et al, to Miller Kimbrough, Trustee, of record in Book 4232, Page 702, Register's Office for Davidson County, ~~[illegible]~~ Tennessee as amended by modification of record in Book 435, Page 133, said Register's Office, and this conveyance is made subject to said indebtedness and deed of trust; and for the balance of Two hundred thirteen thousand, seven hundred eighty-five dollars and thirty-seven cents ($213,785.37) the grantee has executed his notesof even date herewith with interest at 6.67%, with interest only payable in annual installments for a period of fifteen (15) years, at which time the principal balance and any unpaid interest is due and payable, said notesproviding for the right to prepay at any time without penalty; and providing for attorney's fees in the event of default, but in the event of default the holder agrees to look solely to the property, and no deficiency or personal judgment shall be rendered or entered against the said Edwin B. Raskin, Trustee, but such waiver of liability for deficiency shall be personalto Edwin B. Raskin, Trustee, and not to a subsequent purchaser, assignee or holder of title to said property, and to secure the payment of said indebtedness, principal, interest and attorney fees, a lien is expressly retained on the land herein conveyed, I, Ernest R. Buchi,

have this day bargained and sold, and do hereby transfer and convey unto the said Edwin B. Raskin, Trustee,

RECORDER'S MEMO:
~~Legibility of Writing, Typing or Printing in This~~
Document Unsatisfactory When Received

his *(successors), heirs and assigns,*

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

A tract of land in the 6th Civil District of Davidson County, Tennessee, in the City of Berry Hill, being parts of Lots 3 and 4 of the Mary R. Armistead Lands, as of record in Plan Book 2, Page 73, Chancery Court, and being more particularly described according to a survey made by Southern Land Surveying Company, Inc., dated October 5, 1967, revised December 19, 1967, and revised February 5, 1968, as follows:

Beginning at an iron stake at the intersection of the northerly margin of Berry Road and the westerly property line of Fessey Court Subdivision, as of record in Book 1835, Page 72, Register's Office for Davidson County, Tennessee, said point also being 174.67 feet West as measured along the northerly margin of Berry Road from the center line of Fessey Court; thence with the northerly margin of Berry Road South 72° 03' West 371.52 feet to an iron stake; thence North 3° 22' West 88.22 feet to an iron stake thence North 1° 53' East 166.56 feet to an iron stake; thence North 36° 40' East 55.63 feet to an iron stake; thence North 21° 16' West 13.00 feet to an iron stake; thence North 68° 44' East 243.00 feet to an iron stake in the westerly property line of Fessey Court Subdivision; thence with the westerly line of said Fessey Court Subdivision South 19° 01' East 301.36 feet to the point of beginning, containing 2.16 acres more or less.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater for this transfer is $ 631,000

Subscribed and sworn to before me this the 2nd day of Sept., 19 73

Affiant

My commission expires 1/2/74 (Affix Seal)

Notary Public

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Being part of the property conveyed to Ernest R. Buchi by deed from Commerce Union Bank, as Executor and Trustee, under the will of Dr. W. F. Fessey, deceased, of record in Book 4077, Page 991, Register's Office for Davidson County; said Ernest R. Buchi subsequently conveyed a one-fourth interest of the above described property to U. Grant Browning and a one-fourth interest to G. T. Scott by deed of record in Book 4228, Page 10, said Register's Office; and the said U. Grant Browning and G. T. Scott reconveyed their interest therein to Ernest R. Buchi by deed of record in Book 4393, Page , said Register's Office.

unimproved ( )
This is improved (X) property, known as 704 Berry Road, 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 Edwin B. Raskin *his (successors), heirs and assigns forever. covenant that 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 for first deed of trust in Book 4232, Page 702 and Book 4359, Page 133, to secure the indebtedness therein described, and hereinbefore referred to; and taxes for 1973 which have been prorated between the parties and assumed by the purchaser

In the event the first deed of trust is refinanced prior to the due date of the purchase money note, the net proceeds from such refinancing shall be distributed 50% to the grantor to be applied on the purchase money mortgage and 50% to the buyer.

I further covenant and bind myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Edwin B. Raskin, Trustee *(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 Edwin B. Raskin, Trustee *hereinafter referred to as trustors, hereby transfer and convey unto* Hugh C. Howser, *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 $650,000.00, *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 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 26th *day of* September, *19*73

Ernest R. Buchi, Trustee

Ernest R. Buchi

Ruthelia L. Buchi

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Hugh C. Howser *a Notary Public in and for said County and State,* Ernest R. Buchi and Ruthelia L. Buchi, his wife

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 *this* 26th *day of* September, *19*73

Hugh C. Howser
Notary Public

Commission expires May 23, 1975

NOTARY PUBLIC
DAVIDSON COUNTY, TENNESSEE

STATE OF Tennessee)

COUNTY OF Davidson)

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Personally appeared before me, Hugh C Dowser Edwin B Rosskin, Trustee, *a Notary Public in and for said County and State,*

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* 26th *day of* September, *19* 73

Notary Public

Commission expires 5/14/74

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.....

SEP 27 75 CO TAX * .00 631,000.00
SEP 27 75 MTG TAX * .00 213,785.34
SEP 27 75 S'TAX A* 1,640.60
SEP 27 75 S'TAX A* 211.80
SEP 27 75 RECFEE A* .50
SEP 27 75 W'DEED A* 8.00 * 1,860.90

INSTALLMENT DEED

FROM Ernest A. Bucks

TO Edwin B. Rosskin Trustee

C 25504

IDENTIF. REFERENCE

SEP 27 8 44 AM '73

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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