Mail Deed

This instrument was prepared by
CRIGLER AND SHORT, Attorneys
Court Square Building

Installment Deed

BOOK 4790 PAGE 702

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Robert J. Kosloff, et ux	Same	39
(NAME)	(NAME)	16
918 N. Kenyon Dr. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	14D05520
Madison Tenn (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

37115

FOR AND IN CONSIDERATION of the sum of Twenty-Five Thousand and No/100 ($25,000.00) *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* Twenty Thousand and No/100 ($20,000.00) *Dollars,*

Robert J. Kosloff and wife, Margaret A. Kosloff

have ve *executed* their Installment Deed note of even date, payable in monthly installments of $225.00, beginning the 20 day of March, 1974, and thereafter continuing on the same day of each succeeding month until paid in full, said payments include interest at the rate of 8% 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, we, Grady Proctor and wife, Margaret A. Proctor,

have this day bargained and sold, and do hereby transfer and convey unto the said Robert J. Kosloff and wife, Margaret A. Kosloff, their *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

TRACT 1:
Being situated in the 14th, old 24th, Civil District of said County and being more particularly described according to a survey made by Blanchard and Parrish, Surveyors, on April 19, 1938, as follows: Beginning at a stake in the southerly margin of State Highway No. 112, said point being in the westerly line of the property conveyed to Pete Colorigh or Coulridge by deed from Fred Stenberg, et al, Trustee, of record in Book 1079, page 49, Register's Office for said County; running thence northwestwardly with the southern margin of said State Highway No. 112, 22 feet to a spike in the eastern margin of a 60-foot county road called "Old Hickory Boulevard"; thence south 3° 30' east with the easterly margin of said road 156.5 feet to a point, iron pin; thence running northwardly from said point north 3° 30' east 143.2 feet to the point of beginning, this tract being triangular in shape and containing .033 of an acre, by survey. Being the same property conveyed to Grady Proctor, by deed from F. J. Trauernicht and wife, Nettie A. Trauernicht, of record in Book 1085, page 105, said Register's Office.

TRACT 2:
Being situated in the 14th, old 24th, Civil District of said County, and described according to a survey made by Blanchard and Parrish, Surveyors, on April 19, 1938, as follows:
Beginning at a spike in the center of the Dry Fork Road, said point being in

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater for this transfer is $ 25000.00

Subscribed and sworn to before me, this the 20 day of February 19 74

Affiant

My commission expires: February 8, 1978
(Affix Seal)

Notary Public

STENBERG TENN. PUBLIC DAVIDSON COUNTY

the easterly line of the property conveyed to Innocente Colorigh by deed from Jonathan Green and wife of record in Book 61, page 166, Register's Office for said County; thence north 39° west 126.2 feet along the center of said Dry Fork Road to a spike in the center of said road; thence southerly 4° 50' west 81.7 feet to an iron pin in the north margin of Highway No. 112; thence south 3° 30' west 226.3 feet to an iron pin in the eastern margin of Old Hickory Boulevard; thence south 87° 40' east 110.5 feet to a point, the southeast corner of the property conveyed to Innocente Colorigh by said deed from Jonathan Green and wife; thence north 2° 45' west with the said eastern boundary line of the property conveyed to said Innocente Colorigh 213.1 feet to the point of beginning. Included and excluded in the above description is an easement for State Highway No. 112, said highway being 70 feet wide and running in a northwesterly and southeasterly direction.
Being the same property conveyed to Grady Proctor by deed from Pete Colorigh and wife, Bessie Mae Colorigh, of record in Book 1088, page 28, said Register's Office.

TRACT 3:
Being situated in the 14th Civil District of said County, and being described according to a copy of a survey made by Stephen A. Draper, Surveyor, on May 8, 1954, as follows:
Beginning at a point in the center line of Old Hickory Boulevard, opposite an iron pin at the southeast corner of the property conveyed to Grady Proctor by deeds of record in Book 1085, page 105, and Book 1088, page 28, Register's Office for said County; thence along Proctor's line, south 87° 33' east 140.5 feet to a point; thence with Proctor's east line, north 2° 38' west 120 feet to the center line of Highway No. 112; thence with the center line of same, south 54° 25' east 122.4 feet to a point; thence leaving said highway, south 36° 23' west 148.7 feet to a point; thence south 5° 18' east 114.8 feet to an iron pin in the north line of the Rice & Howell land; thence with their line, south 87° west 157.5 feet to the beginning, containing 0.92 acres, more or less.
Being the same property conveyed to Grady Proctor by deed from Pat Clayton Garner, of record in Book 2282, page 509, said Register's Office.

unimproved ( )
This is improved ( ) property, known as ..... (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 Robert J. Kosloff and wife, Margaret A. Kosloff, *(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 of record.

We *further covenant and bind* ourselves and our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Robert J. Kosloff and wife, Margaret A. Kosloff *(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 Robert J. Kosloff and wife, Margaret A. Kosloff, *hereinafter referred to as trustors, hereby transfer and convey unto* Hunter 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 $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 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.

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* February, *19*74

Robert J. Kosloff

Robert J. Kosloff

Margaret A. Kosloff

Margaret A. Kosloff

Grady Proctor

Grady Proctor

Margaret A. Proctor

Margaret A. Proctor

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Bonnie Rauschenberg, *a Notary Public in and for said County and State,* Robert J. Kosloff, Margaret A. Kosloff, Grady Proctor, and Margaret A. Proctor

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* 26th *day of* February, *19*74

Bonnie Rauschenberg, Notary Public

Commission expires February 8, 1978

BONNIE RAUSCHENBERG NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF.....
COUNTY OF.....

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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.....

FEB 22	CONV	25,000.00			
FEB 22	MORT	20,000.00			
FEB 22	STAX		A*	65.00	
FEB 22	STAX		A*	18.00	
FEB 22	PRFEE		A*	.50	
FEB 22	WDEED		A*	8.00	* 91.50

INSTALLMENT DEED

FROM Grady Proctor

TO Robert J. Kosloff, et ux

C 43096

IDENTIF. REFERENCE

FEB 22 2 20 PM '74

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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