This Instrument was prepared by, Stephen C. Small Esquire, 736 Greeley Drive
Nashville, Tennessee 37205

mail 7

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Norman W. Ginsberg (NAME)	Same (NAME)	Map 104-6
3300 West End Avenue (STREET ADDRESS OR ROUTE NUMBER)	BOOK 4839 PAGE 895 (STREET ADDRESS)	par 12
Nashville, Tennessee (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	21 W - 04133

FOR AND IN CONSIDERATION of the sum of ten ($10.00) *Dollars,*
and other good and valuable consideration
of which forty three thousand five hundred ($43,500) *Dollars, has been paid in cash,*
the receipt of which is hereby acknowledged, and for the remainder one hundred six thousand five hundred ($106,500) *Dollars,*
to said Norman W. Ginsberg *has executed*
a promisory note payable to the order of Berney B. Steiner and Perry Steiner payable in two annual installments of principal of $53,250 on or about August 1, 1975 with the balance due August 1, 1976 with interest on the unpaid principal balance likewise payable on said dates at the simple rate of 7 1/2% interest

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, Grantors
have this day bargained and sold, and do hereby transfer and convey unto the said
Norman W. Ginsberg
his *(successors), heirs and assigns,*
certain real estate in Davidson County, Tennessee, as follows:

Being the northeast half of Lot No. 9 on the original plan of West End Park as shown of record in Book 161, page 47, of the Register's Office for Davidson County, Tennessee, and as shown on the revised map of West End Park, of record in Book 421, pages 82 and 83, and bounded as follows:

Beginning on the southwest margin of Acklen Park Drive at the corner of Lots Nos. 1 and 9 on said plan; thence with the line between said two lots southwestwardly 100 feet; thence northwardly parallel with the southwest line of said Lot No. 9, 192 feet, more or less, to the margin of Fairmont Drive; thence with the margin of said street to the intersection of Acklen Park Drive and continuing with the margin of Acklen Park Drive in all 264.9 feet more or less, to the beginning.

Being the same property conveyed to Mrs. Malvin F. Steiner, Berney B. Steiner, and Perry Steiner, by deed from Tom A. Pope and wife, Gertrude Pope and Lewis S. Pope and wife, Marion Blanche Pope, of record in Book 1195, page 685, Register's Office for Davidson County, Tennessee., the said Mrs. Malvin F. Steiner having since died.

Including fixtures, refrigerators, stoves and personal property of grantors now upon the premises.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 150,000

Subscribed and sworn to before me, this the 1 day of Aug 19 74

Affiant

My commission expires: 24 Jan 78 (Affix Seal)

Notary Public

STEPHEN C. SMALL NOTARY PUBLIC DAVIDSON COUNTY STATE OF TENNESSEE

BOOK 4839 PAGE 896

unimproved ( )
This is improved (X) property, known as 107 Acklen Park Drive (House Number) (Street) P. O. Address: Nashville (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Norman W. Ginsberg his (~~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 for 1974 real property taxes which are prorated and assumed by grantee.

We *further covenant and bind* our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Norman W. Ginsberg his (~~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 Norman W. Ginsberg *hereinafter referred to as trustors, hereby transfer and convey unto* Stephen C. Small, *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 $ 110,000.00, *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 26 *day of* July, *19*74.

Berney Steiner

Ulse Lee Steiner

Elise L. Steiner

Berney B. Steiner

Norman W Jones

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Margaret Manning, *a Notary Public in and for said County and State,* BERNEY B. STEINER AND WIFE, ELISE L. STEINER

the within named bargainor....., 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* 26 *day of* July, *19*74.

NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

Margaret Manning *Notary Public*

Commission expires 5-24-78

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STATE OF California }
COUNTY OF Los Angeles }

Personally appeared before me, Undersigned, *a Notary Public in and for said County and State,* Perry Steiner and wife, Pat Steiner

the within named bargainors, 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 Beverly Hills, *this* 26th *day of* July, *19* 74.

William F. Jenkins *Notary Public*

Commission expires Sept 22 1974

OFFICIAL SEAL
WILLIAM F. JENKINS
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
My Commission Expires Sept. 22, 1974
Wilshire Blvd. at Roxbury Dr., Beverly Hills, Calif. 90210

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, Stephen C Small, *a Notary Public of the State and County aforesaid, personally appeared* Norman W Ginsberg, *with whom I am personally acquainted, and who, upon oath, acknowledged* him *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 Nashville, *this* 1 *day of* Aug, *19* 74

Stephen C Small *Notary Public*

Commission expires 29 Jan '78

STEPHEN C. SMALL NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

AUG-2 74	CONV	90,000.00			
AUG-2 74	CONV	60,000.00			
AUG-2 74	MORT'G	90,000.00			
AUG-2 74	MORT'G	16,500.00			
AUG-2 74	S'TAX		A*	390.00	
AUG-2 74	S'TAX		A*	104.50	
AUG-2 74	PR'FEE		A*	.50	
AUG-2 74	W'DEED		A*	8.00	* 503.00

C 6 5 5 5 5

IDENTIF. REFERENCE

AUG 2 8 35 AM '74

FELIX A. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

G # 224385

INSTALLMENT DEED

FROM

Berney B. Steiner et ux

Perry Steiner et ux

TO

Norman W. Ginsberg

Chicago Title Insurance Company
First American Center — Phone 255-4631
NASHVILLE, TENNESSEE 37238