INSTALLMENT DEED

For and in Consideration of the sum of One Hundred Thirty Thousand and no/100 ($130,000.00)----------Dollars, of which Fifty-one Thousand five hundred and no/100 ($51,500.00)----Dollars, has been paid in cash by the grantees, Martin G. Netsky and wife, Margaret P. Netsky the receipt of which is hereby acknowledged, and for the remainder, being Seventy-eight Thousand five hundred and no/100 ($78,500.00)----------Dollars, the said grantees ha ve executed their promissory note of even date herewith, payable to the grantors, Bernard Werthan and wife, Leah Rose Werthan payable five years from date.

all of said notes bearing ~~six~~ eight per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, Bernard Werthan and wife, Leah Rose Werthan

have this day bargained and sold, and do hereby transfer and convey unto the said Martin G. Netsky and wife, Margaret P. Netsky heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in the 7th, formerly the 11th, Civil District of Davidson County, Tennessee, being known as lot No. 8 on the unrecorded map of the Edwin Warner property, being parts of the Belle Meade and Page Lands, and consisting also of a tract of 1.48 acres, more or less, lying in the rear of lot 8, and described together according to a copy of a survey thereof made by William Collier Parrish, Associates, Engineers, January 27, 1955, as follows:

Beginning at an old iron stake, and new iron stake in the westerly margin of Chickering Road, the common corner of lots 8 and 9; thence with the margin of Chickering Road, along a slight curve, approximately north 41° 30' east 272 feet to an iron stake, the southeast corner of the Burkhalter lot, called for as being lot No. 7, said point being 8 feet southwesterly from another old iron stake; thence with Burkhalter's line, north 58° 20' west 360 feet to an old iron stake, the common corner of lots 7 and 8, and continuing north 60° 10' west 369.5 feet to an iron stake which is 3.3 feet southwesterly from an old iron stake; thence south 22° west 154 feet to an iron stake, a corner of a 1.24 acre tract lying in the rear of lot 9; thence with the line of said tract, south 49° 15' east, passing the corner of lots 8 and 9, at 312.4 feet, a total distance of 662.4 feet to said old iron stake at the point of beginning.

Being the same property conveyed to Bernard Werthan and wife, Leah Rose Werthan, by deed from Chester J. Grosberg and wife, Maude Adler Grosberg, of record in Book 4032, page 254, Register's Office for Davidson County, Tennessee.

This is unimproved ( ) improved (X) property, know as 1405 Chickering Road, Nashville, Tennessee
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees heirs and assigns forever. We covenant that we 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 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 in hand paid, we, the said grantees, Martin G. Netsky and wife, Margaret P. Netsky do hereby transfer and convey unto Alfred E. Abbey, 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 $x/ full insurable 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 interst 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 trust 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 grantees 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 Alfred E. Abbey, Trustee, shall be vested in said successor.

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 Bernard Werthan and wife, Leah Rose Werthan and Martin G. Netsky and wife, Margaret P. Netsky hereunto set our hands at Nashville, Tennessee, this the 11 day of November 19 74

Bernard Werthan
BERNARD WERTHAN

Leah Rose Werthan
LEAH ROSE WERTHAN

Martin G. Netsky
MARTIN G. NETSKY

Margaret P. Netsky
MARGARET P. NETSKY

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Lillian B Edwards, a Notary Public in and for said County and State, the within named Bernard Werthan and wife, Leah Rose Werthan

the 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 Nashville Tennessee, this 11th day of November, 19 74

Commission Expires 10/25/76

Lillian B Edwards Notary Public.

STATE OF VIRGINIA
Albemarle **County.**

Personally appeared before me, Marjorie Eunice Tucker, a Notary Public in and for said County and State, the within named Martin G. Netsky and wife, Margaret P. Netsky

the 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 Charlottesville, Va. this 11th day of November, 19 74

Commission Expires May 29, 1978

Marjorie Eunice Tucker Notary Public.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 4868 PAGE 425

Before me, ..., a Notary Public of the State and County aforesaid, personally appeared .....,
with whom I 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 .....

(over for additional acknowledgements)

NOV 14 74 CONV 90,000.00
NOV 14 74 CONV 40,000.00
NOV 14 74 MORTG 32,500.00
NOV 14 74 S'TAX A* 338.00
NOV 14 74 S'TAX A* 76.50
NOV 14 74 PR'FEE A* .50
NOV 14 74 W'DEED A* 8.00 * 423.00

INSTALLMENT DEED

FROM
BERNARD WERTHAN AND WIFE,

TO
LEAH ROSE WERTHAN

FROM
MARTIN G. NETSKY AND WIFE,

TO
MARGARET P. NETSKY

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

C 78359

IDENTIF. REFERENCE

Nov 14 4 00 PM '74

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

TOOLEY CO., NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Martin G. Netsky, et us (NAME)	Same (NAME)	Map 144-05
1405 Chickering Road (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par. 4
Nashville, Tennessee ? (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	FH3130

THIS INSTRUMENT WAS PREPARED BY

John W. Wade, Jr., Attorney
Trabue, Sturdivant & DeWitt
26th Floor, L & C Tower
Nashville, Tennessee

Mail TO

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 130,000.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 14th DAY OF November 19 74

Notary Public

MY COMMISSION EXPIRES 1-18-75

(AFFIX SEAL)