This instrument prepared by:
Seymour Samuels,Jr.
501 Union Street-P.O. Box 2707
Nashville,Tennessee 37219

# Installment Deed

BOOK 5029 PAGE 851

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP PARCEL NUMBERS |
|---|---|---|
| George M. Rader and wife, Mary Dale Rader | George M. Rader and wife, Mary Dale Rader | Map No. 105-15 |
| P.O. BOX 15284 (STREET ADDRESS OR ROUTE NUMBER) | P.O. BOX 15284 (STREET ADDRESS) | Parcel 34 |
| Nashville, Tennessee 37215 (CITY) (P. O. ZONE) (STATE) | Nashville, Tennessee 37215 (CITY) (ZONE) (STATE) | |

*FOR AND IN CONSIDERATION of the sum of* NINE THOUSAND SEVEN HUNDRED AND NO/100 (9,700.00) *Dollars,*
*of which* One Thousand Nine Hundred Forty and No/100 (1,940.00) *Dollars, has been paid in cash,*
*the receipt of which is hereby acknowledged, and for the remainder* Seven Thousand Seven Hundred Sixty and No/100 (7,760.00) *Dollars,*
George M. Rader and wife, Mary Dale Rader, hereinafter referred to as Grantees, *have executed*
their joint and several promissory note of even date herewith payable over a period of ten years in quarter-annual installments of $289.99 each which includes interest on the unpaid balance at the rate of 8 1/2% per annum, the first installment in the amount of $289.99 shall be due on August 25,1976 and thereafter a payment of $289.99 will be due on the 25th day of each succeeding November, February, May and August until the entire balance has been paid in full.

*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,* M & W, INcorporated, a Tennessee corporation (herein referred to as Grantor) *has this day bargained and sold, and do hereby transfer and convey unto the said* Grantees, their *heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Lot No. 15 on the Map of Cumberland Park Subdivision, a plan of which is of record in Book 1424, page 15, Register's Office for Davidson County,Tennessee, to which plan reference is made for a more complete and accurate description.

Being part of the same property conveyed to M & W, Incorporated by deed from John U. Wilson and wife, of record in Book 1518, page 255, as corrected in Book 1518, page 501 Register's Office for Davidson County, Tennessee.

This property is encumbered by the lien of 1976 real property taxes which are assumed by the purchaser.

This conveyance is subject to an easement for public utilities, anchor easements, and building setback lines and conditions of owner's certificate, as shown on plan of record in Book 1424, page 15, Register's Office for Davidson County, Tennessee; and certain easement modifications made to the recorded plan as set out in instrument of record in Book 1560, page 621, Register's Office for Davidson County,Tennessee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 9,700.00

Subscribed and sworn to before me, this the 25 day of May 1976

George M. Rader
Affiant

My commission expires: May 23 1977 (Affix Seal)

Ann J. Jabaaraan
Notary Public

This is improved property, known as 2200-02 Bransford Avenue, 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* Grantees, their *heirs and assigns forever.* Grantor *covenant s that* it is *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 stated herein. Grantor *further covenants and bind* s itself and its successors *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 indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and instalments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said* George M. Rader and wife Mary Dale Rader *hereinafter referred to as trustors, hereby transfer and convey unto* Seymour Samuels,Jr., *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* $ 8,000.00, *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.*

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 Registers 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.

Witness our hand S this 25th day of May, 1976, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

M & W, INCORPORATED

BY: Samuel C. Loventhal
President

George M. Rader
George M. Rader

Mary Dale Rader
Mary Dale Rader

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

MAY28'76 CONV *9,700.00
MAY28'76 MORT'G *7,760.00
MAY28'76 S'TAX
MAY28'76 RECD
MAY28'76 INTEE
MAY28'76 M'DEED

Personally appeared before me, Ann J. Johansson, a Notary Public in and for said County and State, George M. Rader and wife, Mary Dale Rader

B* 25.22
B* .50
B* 4.00 * 35.32

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 25th day of May, 1976

Ann J. Johansson Notary Public

Commission expires May 23, 1977

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ANN J. JOHANSSON, a Notary Public of the State and County aforesaid, personally appeared Samuel C. Loventhal, with whom I am personally acquainted, and who, upon oath, acknowledged him self to be the President of the M & W, Incorporated, the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as President.

Witness my hand and seal, at office in Nashville, Tennessee this 25th day of May, 1976.

Ann J. Johansson Notary Public

Commission expires May 23, 1977

ANN J. JOHANSSON NOTARY PUBLIC DAVIDSON COUNTY TENN.

D 51270

IDENTIF. REFERENCE

MAY 28 10 23 AM '76

FELIX [illegible] REGISTER
DAVIDSON COUNTY, TENN.

INSTALLMENT DEED

FROM M & W, INCORPORATED

TO GEORGE M. RADER AND WIFE MARY DALE RADER

Compliments of
Chicago Title Insurance Company
First Floor — First American Center
Phone 255-1681
NASHVILLE, TENNESSEE 37208