File Prepared by Allen Saturn Citty 1st Amer Title

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
LOUIS H. SHAPIRO, et ux	S A M E	MAP 103-12A
(NAME:) 4200 Harding Road	(NAME:) BOOK 5043 PAGE 282	PARCEL 26
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tenn. 37205	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of FORTY-ONE THOUSAND FIVE HUNDRED DOLLARS AND NO/100----------($41,500.00)---------- *Dollars,*

of which EIGHT THOUSAND THREE HUNDRED DOLLARS AND NO/100---------- ($8,300.00)---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder sum of THIRTY-THREE THOUSAND TWO HUNDRED AND NO/100----------($33,200.00)---------- *Dollars,*

LOUIS H. SHAPIRO and wife, BEATRICE S. SHAPIRO *have* executed their Promissory Note of even date herewith, payable to the order of LIUBA TENOFSKY, as follows: On the first day of June 1976, the sum of TWO HUNDRED NINETY-THREE AND 49/100----($293.49)--DOLLARS, and a similar sum on the first day of each succeeding 239 months, which represents payment of principal and interest at the rate of 8.75% per annum, reserving the right of prepayment without penalty, and providing for a 4% late charge for payment received after 15 days from due date,

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,

LIUBA TENOFSKY, a single person,

have this day bargained and sold, and do hereby transfer and convey unto the said

LOUIS H. SHAPIRO and wife, BEATRICE S. SHAPIRO

their *(successors), heirs and assigns,*

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

Apartment number 403, of Harding House, a Condominium created under Title 64, Sections 2701 et seq. as amended, Tennessee Code Annotated, and as established by a Master Deed, which was executed by Allan Murphy, of record in Book 4759, page 665, Register's Office for Davidson County, Tennessee, reference being made to the said Master Deed, Exhibit "A" for the sources of title of the said Allan Murphy, and to Exhibit "A-1" thereto for a specific identification and description of the apartment herein conveyed, and as shown on the plat of Harding House Condominium Apartments, of record in Book 4675, page 60, in said Register's Office, to which reference is hereby made. Covered Parking Space No. 32 is a limited common element for the exclusive use of the occupant of said apartment.

BEING the same property conveyed to Liuba Tenofsky by deed from Allan Murphy and wife, Josephine Murphy by deed of record in Book 4789, page 202, 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 $41,500

Affiant

Subscribed and sworn to before me, this the 1st day of May 19 76

Notary Public

My commission expires: 10/25/78

(Affix Seal)

Grantee(s) by acceptance of this deed hereby joins in and accepts, and agrees to be bound to the foregoing instruments creating The jHarding House, a Condominium, and Harding House Association, Inc. Said Grantee(s) further agrees hereby to pay all assessments whether special or general which are levied by The Harding House, A Condomium, or by the Harding House Association, Inc., or their successors or assigns

It is specifically agreed that no assumption of the payment of the note secured by this vendor's lien may be made without the specific written consent of the holder of the note and any conveyance made without such consent, shall be an act of defaut, giving the holder of such note the immediate right to accelerate all payments, and call the entire indebtedness due within 30 days of discovery of such action.

unimproved ( ) This is improved (X) property, known as Apt. 403, Harding House Apartments, 4200 Harding Road, Nashville, (House Number) (Street) P. O. Address: (City or Town) Tenn. 372(

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said LOUIS H. SHAPIRO and wife, BEATRICE S. SHAPIRO their *(successors), heirs and assigns forever.* I *covenant that* I am *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: 1. Taxes for the year 1976, which have been prorated. 2. All terms and provisions of the Master Deed of Record in Book 4759, page 665, Register's Office for Davidson County, Tennessee.

3. All terms and provisions of the Charter of Harding House Association, Inc., of record in Corporation Book Volume 0-29, page 5816, in the Office of the Secretary of the State of Tennessee, and in Book 4759, page 657, Register's Office, Davidson County, Tennessee, and the By-Laws and rules and regulations of said corporation.

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* LOUIS H. SHAPIRO and wife, BEATRICE S. SHAPIRO their *(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 LOUIS H. SHAPIRO and wife, BEATRICE S. SHAPIRO *hereinafter referred to as trustors, hereby transfer and convey unto* ALAN L. SATURN, *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 outstanding principal balance *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 31 *day of* June, *19* 76

X Louis H. Shapiro
LOUIS H. SHAPIRO

X Beatrice S. Shapiro
BEATRICE S. SHAPIRO

X Liuba Tenofsky
LIUBA TENOFSKY

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, [illegible], *a Notary Public in and for said County and State,* LOUIS H. SHAPIRO and wife, BEATRICE S. SHAPIRO

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* 1st *day of* May, *19* 76.

[illegible]
Notary Public

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Commission expires 1/1/79

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STATE OF FLORIDA }
COUNTY OF DADE }

Personally appeared before me, AUDREY MICHELSON *, a Notary Public in and for said County and State,* LIUBA TENOFSKY, a single person,

the within named bargainor, with whom I am personally acquainted, and who acknowledged that she *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at MIAMI BEACH, FLA. *this* [illegible] *day of* ~~May~~ JUNE *, 19* 76

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV. 18 1977
BONDED THRU GENERAL INSURANCE UNDERWRITERS

Audrey Michelson *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 .....

JUL 15 76	CONV	41,500.00			
JUL 15 76	MORT'G	33,200.00			
JUL 15 76	S'TAX		B*	107.90	
JUL 15 76	S'TAX		B*	31.20	
JUL 15 76	PR'FEE		B*	.50	
JUL 15 76	W'DEED		B*	8.00	* 147.60

INSTALLMENT DEED

FROM

TO

D 58583

IDENTIF. REFERENCE

JUL 15 12 13 PM '76

FELIX [illegible] REGISTER
DAVIDSON COUNTY, TENN.

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