This instrument prepared by:
SCHULMAN, PRIDE & LE ROY
P. O. BOX 2707
NASHVILLE, TENN. 37219

Installment Deed

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ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Robert L. Romines and wife, Marian M. Romines	Same (NAME)	43-11
209 Mc. Arthur Dr. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	27 Pal
Madison Tenn (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Eight Thousand and 00/100 ($8,000.00) ---------- *Dollars,*

of which Five Hundred and 00/100 ($500.00) ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Seven Thousand Five Hundred and 00/100 ($7,500.00) ---------- *Dollars,*

Robert L. Romines and wife, Marian M. Romines,

have executed

a Promissory Note of even date in the amount of Seven Thousand Five Hundred and 00/100 ($7,500.00) Dollars, payable in equal monthly installments of Ninety and 75/100 ($90.75) Dollars including principal and interest at a rate of nine and one-fourth (9 1/4%) percent per annum commencing on September 1, 1976, and on the first day of each succeeding month thereafter to and including August 1, 1987, at which time the entire amount of unpaid principal and interest shall be 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, Mollie Feigenbaum and Marcia F. Cohen

have this day bargained and sold, and do hereby transfer and convey unto the said Robert L. Romines and wife, Marian M. Romines, their

(XXXXXX) (~~successors~~), *heirs and assigns,*

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

Land in Davidson County, Tennessee, being part of Lot No. 13 on the plan of Anderson Estates, as of record in Book 1130, Page 37, Register's Office for said County, being Lot No. 73 on the plan of the re-subdivision of Lots Nos. 1 and 13 of said Anderson Estates, not of record, described according to a survey made by Anderson and Gee, Surveyors, August 5, 1946, as follows:

Beginning on the easterly margin of McArthur Drive at a point 389.99 feet north of the northerly margin of Dupont Avenue being the corner of Lots Nos. 73 and 74; thence with said Drive, northwardly 65 feet to the corner of Lots Nos. 72 and 73; thence with the line between said two lots, eastwardly 136 feet to the common corner of Lots Nos. 28, 29, 72, and 73; thence with the line between Lots Nos. 28 and 73, southwardly 65 feet to the common corner of Lots Nos. 27, 28, 73, and 74; thence with the line between Lots Nos. 73 and 74, westwardly 136 feet to the beginning.

Being the same property conveyed to Mollie Feigenbaum and Marcia F. Cohen by Quitclaim Deed from Paul Couch, of record in Book 4758, Page 620, 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 $ 8,000.00

Subscribed and sworn to before me, this the 17th day of Sept 19 76

Marian M. Romines
Affiant

My commission expires: _____ (Affix Seal)

W. W. Williams
Notary Public

SEP 17 76	CONV	*8,000.00			
SEP 17 76	MORT'G	*7,500.00			
SEP 17 76	S'TAX		B*	20.80	
SEP 17 76	S'TAX		B*	5.50	
SEP 17 76	PR'FEE		B*	.50	
SEP 17 76	W'DEED		B*	6.00	* 32.80

This is unimproved ( ) improved (X) property, known as 209 McArthur Drive, Madison, 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 Robert L. Romines and wife, Marian M. Romines, their ..... *(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 1976 taxes, easements and restrictions of record and easements, if any, as shown on a survey made by Anderson and Gee, Surveyors, August 5, 1946.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Robert L. Romines and wife, Marian M. Romines, 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 Robert L. Romines and wife, Marian M. Romines, ... *hereinafter referred to as trustors, hereby transfer and convey unto* Charles H. Feigenbaum, *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 $ 7,500.00 *, 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.*

as provided for below

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. Trustors agree to pay to Trustees tax escrow fund on the first day of each month during the term of the Note one-twelfth (1/12th) of the amount necessary to cover the property taxes for that year.

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.

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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 7 *day of* Sept, *19*76.

D68398

IDENTIF. REFERENCE

SEP 17 10 05 AM '76

REGISTER DAVIDSON COUNTY, TENN.

Mollie Feigenbaum
Mollie Feigenbaum

Marcia F. Cohen
Marcia F. Cohen

H. J. FEIGENBAUM NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Robert L. Romines
Robert L. Romines

Marion M. Romines
Marion M. Romines

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, H. J. Feigenbaum, *a Notary Public in and for said County and State,* Mollie Feigenbaum and Marcia F. Cohen and Robert L. Romines and wife Marion M. Romines *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.*

H. J. FEIGENBAUM NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Witness my hand and official seal at Nashville, *Tennessee, this* 7 *day of* Sept, *19*76.

H. J. Feigenbaum
Notary Public

Commission expires 12/19/79