Installment Deed

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ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Martin Douglas Harvey et al	Same	Map 118-16
(NAME): 2916 Foster Creighton Dr	(NAME):	Par 23
(STREET ADDRESS OR ROUTE NUMBER): Nashville, Tennessee 37204	(STREET ADDRESS): Same	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of ONE HUNDRED THIRTY THOUSAND FIVE HUNDRED AND NO/100 ($130,500.00)---------- *Dollars,* *of which* THIRTY TWO THOUSAND SIX HUNDRED TWENTY FIVE AND NO/100 ($32,625.00)---------- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* FORTY EIGHT THOUSAND SIX HUNDRED FOUR AND 43/100 ($48,604.43)---------- *Dollars,* the said Martin Douglas Harvey, Martin Edmund Harvey and Jeffrey A. Harvey have assumed and agreed to pay the balance of an indebtedness secured by installment deed of record in Book 4095, page 311, Register's Office for Davidson County, Tennessee, and for the remaining balance ~~he executed~~ of FORTY NINE THOUSAND TWO HUNDRED SEVENTY AND 57/100 ($49,270.57) DOLLARS, the said Martin Douglas Harvey, Martin Edmund Harvey and Jeffrey A. Harvey have executed their promissory note of even date herewith payable to the order of Zoltan J. Bokor, the principal sum of FORTY NINE THOUSAND TWO HUNDRED SEVENTY AND 57/100 ($49,270.57) DOLLARS, with interest on the unpaid balance from date at the rate of eight and one-half (8 1/2%) per cent per annum, payable in twenty (20) equal quarterly installments of Three Thousand Forty-Nine and 70/100 ($3,049.70) Dollars each. The first of said installments is due on January 27, 1978,and subsequent installments are due on the same day of April, July, October and January of each succeeding year to be applied first to the payment of interest and the remainder to principal until this note is 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, I, ZOLTAN J. BOKOR,

have this day bargained and sold, and do hereby transfer and convey unto the said MARTIN DOUGLAS HARVEY, MARTIN EDMUND HARVEY and JEFFREY A. HARVEY, their *(successors), heirs and assigns,*

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

Being Lot No. 88 on the Plan of Sidco, Section III, as of record in Book 2663, page 41, Register's Office for said County.

Said Lot No. 88 fronts 100 feet on the westerly side of Foster Creighton Drive and runs back between parallel lines 210 feet to a dead line.

Being the same property conveyed to Zoltan J. Bokor by deed from James W. Gambill and wife, Margaret Elizabeth Gambill, of record in Book 4905, page 311, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to restrictive covenants contained in an instrument of record in Book 2708, page 87, as amended by an instrument of record in Book 2741, page 553, and Book 4233, page 714, all in the Register's Office for Davidson County, Tennessee; reservation in favor of United States of America in and to all fissionable materials as set forth in instrument of record in Book 2142, page 347, Register's

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $130,500.00

Subscribed and sworn to before me, this the 27th day of October

My commission expires: 6-27-80

(Affiant)

Notary Public

(Official Seal)

Office for Davidson County, Tennessee; owner's certificate, a 30-foot minimum building setback line from Foster Creighton Drive, a 25-foot easement for public utility purposes along the rear line of said lot and an 8-inch sewer line along the northerly line of said premises, as shown on plan of record in Book 2663, page 41, Register's Office for Davidson County, Tennessee, and easement for sewage facilities as shown by instrument of record in Book 2707, page 619, Register's Office for Davidson County, Tennessee, and easement reserved for railroad right-of-way as set forth in instrument of record in Book 2499, page 86, and Book 2293, page 573, both in the Register's Office for Davidson County, Tennessee.

Ila F. Bokor, wife of the said Zoltan J. Bokor, joins in the execution of this conveyance for the purpose of releasing and conveying any rights which she might have by reason of the marital status.

In the event the Grantees herein should sell the property conveyed herein without the consent of the holder of the indebtedness secured by this installment deed, the holder shall have the right to declare the entire balance due and payable on two (2) months' notice.

unimproved ( )
This is improved XX property, known as ..... Foster Creighton Drive, 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 MARTIN DOUGLAS HARVEY, MARTIN EDMUND HARVEY and JEFFREY A. HARVEY, 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 as hereinabove set forth, and taxes for the year 1977, subject to which this conveyance is executed.

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Martin Douglas Harvey, Martin Edmund Harvey and Jeffrey A. Harvey, 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 Martin Douglas Harvey, Martin Edmund Harvey and Jeffrey A. Harvey, *hereinafter referred to as trustors, hereby transfer and convey unto* I. R. Schulman, *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 $....., 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 paid 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 27th day of October, 19 77.

Zoltan J. Bokor

Zoltan J. Bokor

Ila F. Bokor

Ila F. Bokor

Martin Douglas Harvey

Martin Douglas Harvey

Martin Edmund Harvey

Martin Edmund Harvey

Jeffrey A. Harvey

Jeffrey A. Harvey

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Annie G. Smith, a Notary Public in and for said County and State, Zoltan J. Bokor and wife, Ila F. Bokor,

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 Nashville, Tennessee, this 27 day of October, 19 77

ANNIE G. SMITH NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Annie G. Smith Notary Public

Commission expires

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STATE OF Tennessee }
COUNTY OF Davidson }

Personally appeared before me, Annie H Smith *a Notary Public in and for said County and State,* Martin Douglas Harvey, Martin Edmund Harvey and Jeffrey A. Harvey, *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* 27th *day of* October, *19* 77

Annie H Smith *Notary Public*

Commission expires 2-8-81

NOTARY PUBLIC ANNIE H. SMITH DAVIDSON COUNTY, TENN.

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 .....

OCT28 77	CONV	90,000.00			
OCT28 77	CONV	40,000.00			
OCT28 77	MORT'G	49,270.57			
OCT28 77	S'TAX		B*	339.30	
OCT28 77	S'TAX		B*	47.30	
OCT28 77	PR'FEE		B*	.50	
OCT28 77	W'DEED		B*	8.00	* 395.10

INSTALLMENT DEED

FROM Zoltan J. Bokor et ux

TO Martin Douglas Harvey et al

E 33685

IDENTIF. REFERENCE

Oct 28 11 31 AM '77

FELIX ZOLLICOFFER REGISTER
DAVIDSON COUNTY, TENN.

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