SCHULMAN, PRIDE & LE ROY
P. O. BOX 2707
NASHVILLE, TENN. 37213

Installment Deed

BOOK 5235 PAGE 590

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
John F. Gerkens et ux	Same	92-15-168
(NAME:)	(NAME:)	92-15-169
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tennessee	(STREET ADDRESS) Same	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of TWO HUNDRED TWENTY THOUSAND AND NO/100 ($220,000.00)---------- *Dollars, of which* THIRTY THOUSAND AND NO/100 ($30,000.00)---------- ---------- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* NINETY THOUSAND FOUR HUNDRED THIRTY TWO AND 68/100 ($90,432.68)---------- *Dollars,* the said John F. Gerkens and wife, Alicia M. Gerkins, assume and agree to pay the balance of an indebtedness due to M. D. Ingram, Jr. and wife, Kathryne Ingram, secured by installment deed of record in Book 4743, page 239, Register's Office for Davidson County, Tennessee, ~~xxxxxxxxxxxx~~ executed and for the remaining balance of Ninety-Nine Thousand Five Hundred Sixty-Seven and 32/100 ($99,567.32) Dollars, the said John F. Gerkens and wife, Alicia M. Gerkens, have executed their promissory note of even date herewith payable to the order of Paul Gold and wife, Shirley Gold, in the principal sum of Ninety-Nine Thousand Five Hundred Sixty-Seven and 32/100 ($99,567.32) Dollars, with interest from date at the rate of nine (9%) per cent per annum, payable as follows: On February 1, 1978, the sum of Eight Hundred Forty and No/100 ($840.00) Dollars, and thereafter 190 monthly installments each for a like amount, which include principal and interest to be applied first to the payment of interest and the remainder to principal and with the final payment and accrued interest due on January 1, 1994,

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, we, PAUL GOLD and wife, SHIRLEY GOLD,

have this day bargained and sold, and do hereby transfer and convey unto the said JOHN F. GERKENS and wife, ALICIA M. GERKINS, their ---------- *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Being Lots Nos. 13 and 14 on the Map of Buford's Subdivision of part of the Elliston Land, as of record in Book 332, page 8, Register's Office for said County.

Said Lots Nos. 13 and 14 front together 101 feet on the easterly side of Louise Avenue and extend back 150 feet on the southerly line and 157.2 feet on the northerly line, with the southerly margin of Elliston Place, to an alley, measuring 149 feet thereon.

Being the same property conveyed to Paul Gold and wife, Shirley Gold, and Melvin H. Goldman and wife, Jacqueline F. Goldman, by deed from M. D. Ingram, Jr. and wife, Kathryne Ingram, of record in Book 4743, page 239, the interest of Melvin H. Goldman and wife, Jacqueline F. Goldman, having been conveyed to Paul Gold and wife, Shirley Gold, by deed of record in Book 5070, page 560, both in the Register's Office for Davidson County, Tennessee.

NOTARY PUBLIC DAVIDSON COUNTY TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $ 220,000.00

Subscribed and sworn to before me, this 30th day of December, 19 77

John F. Gerkens
Affiant

My commission expires: (Affix Seal)

Notary Public

The Grantors transfer and assign to the Grantees all personal property used in the operation of the apartment units located on the above described premises, including but not limited to all furniture, supplies, equipment, carpets, drapes, stoves, refrigerators, air conditioners and trash containers, which is included in the above consideration to the extent of Ten Thousand and No/100 ($10,000.00) Dollars, and all of said property is included in the provisions of the conveyance by the Grantees to I. R. Schulman, Trustee, to secure the payment of the indebtedness provided for herein.

DEC 21 77	CONV	90,000.00			
DEC 21 77	CONV	90,000.00			
DEC 21 77	CONV	30,000.00			
DEC 21 77	MORT'G	99,567.32			
DEC 21 77	S'TAX		B*	546.00	
DEC 21 77	S'TAX		B*	97.60	
DEC 21 77	PR'FEE		B*	.50	
DEC 21 77	W'DEED		B*	8.00	* 652.10

This is unimproved ( ) improved (X) property, known as 118 Louise Avenue (House Number) (Street) and 2221 Elliston Place, Nashville, (P. O. Address:) (City or Town) Tennessee

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said JOHN F. GERKENS and wife, ALICIA M. GERKENS, 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 as hereinabove set forth, subject to which this conveyance is executed.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* John F. Gerkens and wife, Alicia M. Gerkens, 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 John F. Gerkens and wife, Alicia M. Gerkens, *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 $ 19,000.00 *, 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.*

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 protection, including attorney's fee, court costs, and expenses, and all payments 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.

BOOK 5235 PAGE 592

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 20th day of December, 19 77

Paul Gold
Paul Gold

Shirley Gold
Shirley Gold

John F. Gerkens
John F. Gerkens

Alicia M. Gerkens
Alicia M. Gerkens

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Annie G Smith, a Notary Public in and for said County and State, Paul Gold and wife, Shirley Gold,

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 20th day of December, 19 77

Annie G Smith
Notary Public

Commission expires 4-8-81

ANNIE G. SMITH NOTARY PUBLIC DAVIDSON COUNTY, TENN.

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STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Dorris E. Smith, *a Notary Public in and for said County and State,* John F. Gerkens and wife, Alicia M. Gerkens,

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 20th *day of* December, *19* 77.

Dorris E. Smith *Notary Public*

Commission expires 6-2-81

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 .....

INSTALLMENT DEED

FROM
Paul Gold et ux

TO
John F. Gerkens et ux

E 42760

IDENTIF. REFERENCE

DEC 21 10 19 AM '77

FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TENN.

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