James R. Wyatt, Attorney
First American Center
Nashville, Tennessee

Installment Deed

BOOK 5279 PAGE 11

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Leonard Arnold, Trustee	SAME	Map 60-15
(NAME): P.O. Box 8163	(NAME):	Parcels: 21, 22 34, 35, 36, 40,
(STREET ADDRESS OR ROUTE NUMBER): Nashville, Tenn 37207	(STREET ADDRESS):	and 41
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Seventy Seven Thousand Five Hundred and no/100 ($77,500.00) *Dollars,*

of which Ten Thousand and no/100 ($10,000.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Sixty Seven Thousand Five Hundred and no/100 ($67,500.00) *Dollars,*

Leonard Arnold, Trustee, has assumed and agreed to pay the unpaid balance of $23,368.46 of an original indebtedness of $40,000.00 secured by Vendor's Lien retained in Book 4691, page 721, Register's Office for Davidson County, Tennessee; and has executed a note of even date herewith for the remainder of $44,131.54 payable to the order ~~xxxxxxxxxxxx~~ of Rupert M. Marigza and wife, Mary-Helen Marigza, in ten semi-annual installments, 9 being for $4,413.15 each, and the last and 10th for $4,413.19 due on the 27th day of October and April of each year beginning October 27, 1978, plus interest at the rate of 8½% per annum on the unpaid principal balance, with privilege of prepayment in part or in full at any time, without penalty reserved by the grantee herein.

It is understood and agreed by and between parties hereto that upon payment in full of the first mortgage indebtedness and after the same has been released, seller herein will release from the lien herein retained two lots of the buyer's choice. Seller also agrees to release one lot from the lien upon receipt of each installment payment as and when said payment is received.

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, Rupert M. Marigza and wife, Mary-Helen Marigza,

have this day bargained and sold, and do hereby transfer and convey unto the said Leonard Arnold, Trustee, his *(successors), heirs and assigns,*

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

Being Seven Tracts of Land in Davidson County, Tennessee, described as follows:

TRACT NO. 1: Land in Davidson County, Tennessee, being Lot No. 26 on the Plan of Jones & Harts Subdivision, of record in Plan Book 332, page 43, Register's Office of Davidson County, Tennessee, described as follows:
Said Lot No. 26 fronts 200 feet on the westerly side of Plum Street and runs back between parallel lines with the northerly margin of Rock Street 218 feet to the easterly margin of an alley.

TRACT NO. 2: Land in Davidson County, Tennessee, being Lot No. 27 on the Plan of Jones & Hart's Subdivision, of record in Plan Book 332, page 43, Register's Office of said County, and described as follows:
Said Lot No. 27 fronts 200 feet on the westerly side of Plum Street and runs back westwardly between parallel lines 218 feet to the easterly margin of an alley.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $ 77,500.00

Subscribed and sworn to before me, this the 27th day of April, 19 78

Affiant

My commission expires: 4/21/80 (Affix Seal)

Notary Public

TRACT NO. 3: Land in Davidson County, Tennessee, being Lot No. 28 on the Plan of Jones & Hart's Subdivision, of record in Plan Book 332, page 43, Register's Office for said County, and described as follows:
Said Lot No. 28 fronts 228 feet on the westerly side of Plum Street and runs back westwardly 222.5 feet on the north line with the margin of Lemuel Road and 218 feet on the southerly line, to the easterly margin of an alley, on which it measures 303 feet.

TRACT NO. 4: Land in Davidson County, Tennessee, being Lot No. 29 on the Plan of JOnes & Hart's Subdivision, of record in Plan Book 332, page 43, Register's Office of said County, and described as follows:
Said Lot No. 29 fronts 185 feet on the easterly side of Hart Street and runs back 218 feet on the southerly line and 222.5 feet on the northerly line with the southerly margin of Lemuel Road to an alley, measuring 108 feet thereon.

TRACT NO. 5: Land in Davidson County, Tennessee, being Lot No. 30 on the Plan of Jones & Hart's Subdivision, of record in Plan Book 332, page 43, Register's Office of said County, and described as follows:
Said Lot No. 30 fronts 200 feet on the easterly margin of Hart Street and runs back eastwardly between parallel lines 218 feet to an alley.

TRACT NO. 6: Land in Davidson County, Tennessee, being Lot No. 31 on the Plan of Jones & Hart's Subdivision, of record in Plan Book 332, page 43, Register's Office of said County, and described as follows:
Said Lot No. 31 fronts 200 feet on the easterly side of Hart Street, and extends back eastwardly between parallel lines, 218 feet to an alley.

TRACT NO. 7: Land in Davidson County, Tennessee, being Lot No. 32 on the Plan of Jones & Hart's Subdivison, being of record in Plan Book 332, page 43, Register's Office for said County, and described as follows:
Said Lot No. 32 fronts 200 feet on the easterly side of Hart Street and runs back between parallel lines, the southerly line of which is along the northerly line of Rick Street, 218 feet to an alley.

Being the same property conveyed to Rupert M. Marigza, by deed from Hubert L. Worrell, of record in Book 4691, page 721, said Register's Office.

unimproved ( )
This is improved ( ) property, known as ..... (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 Leonard Arnold, Trustee, his *(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 1978 taxes which are prorated and assumed by the grantee.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Leonard Arnold, Trustee, his *(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 Leonard Arnold, Trustee, *hereinafter referred to as trustors, hereby transfer and convey unto* James R. Wyatt, *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 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 27th *day of* April, *19*78.

Rupert M. Marigza

Mary-Helen Marigza

Leonard Arnold, Trustee

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Mary Enasy, *a Notary Public in and for said County and State,* Rupert M. Marigza and wife, Mary-Helen Marigza and Leonard Arnold, Trustee,

*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* April, *19*78.

Mary Enasy
Notary Public

Commission expires 4/21/80

MARY ENSEY NOTARY PUBLIC AT LARGE STATE

STATE OF.....
COUNTY OF.....

Personally appeared before me, ..., *a Notary Public in and for said County and State,* .....

.....

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

Witness my hand and official seal at.....,
this.....*day of*....., *19*.....

.....*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.....

APR28 78	CONV	77,500.00			
APR28 78	MORT'G	44,131.50			
APR28 78	S'TAX		B*	201.50	
APR28 78	S'TAX		B*	42.10	
APR28 79	PR'FEE		B*	.50	
APR28 78	W'DEED		B*	8.00	* 252.10

PLEASE RETURN TO
CHICAGO TITLE INS. CO.
FIRST AMERICAN CENTER
NASHVILLE, TENN. 37238

234214

INSTALLMENT DEED

FROM
Rupert M. Marigza et ux

TO
Leonard Arnold, Trustee

E 62447

IDENTIF. REFERENCE

APR 28 12 48 PM '78

FELIX Z. WILSON, JR. REGISTER
DAVIDSON COUNTY, TENN.

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