BOOK 5337 PAGE 627

This Form furnished by Attorneys Title Company, Inc.

**INSTALLMENT DEED** Form No. WD-4

FROM

WILLIAM SCHLANGER and wife,

ESTER WEISS SCHLANGER

TO

DENTON L. RATLIFF

For draftsman's use

THIS INSTRUMENT PREPARED BY:

David J. Levine
Attorney at Law
1119 Stahlman Building
Nashville, Tennessee 37201

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| Denton L. Ratliff (NAME) | S A M E (NAME) | 91-8-236 |
| 4305 Albion Street (STREET ADDRESS OR ROUTE NUMBER) | (STREET ADDRESS) | Field Bk. No. 12W-6494 |
| Nashville, Tennessee 37209 (CITY) (STATE) (P. O. ZIP) | (CITY) (STATE) (ZIP) | |

(FOR REGISTER'S USE)

IDENTIF. REFERENCE

SEP 14 9 26 AM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

E 8563

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 53,000.00 David J. Levine
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 14th DAY OF September 1978.

E. Barnes
Notary Public

MY COMMISSION EXPIRES: Sep. 26

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of ----------FIFTY THREE THOUSAND ($53,000.00)---------- DOLLARS

of which $ 15,370.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees has executed his promissory note in the principal sum of $37,630.00, of even date herewith, which said note is payable to the order of William Schlanger and wife, Ester Weiss Schlanger. Said note provides for the payment of attorney's fees, if placed in the hands of an attorney for collection. Said note being payable in monthly installments of $476.69 each, including interest at the rate of 9% per annum on the unpaid principal balance. Monthly payments are to be applied, first, to the payment of interest on the principal, or so much thereof as shall from time to time remain unpaid, and the balance to be applied to payment of principal, until the entire amount is paid in full. The first payment of $476.69 is due and payable on January 1, 1979, and thereafter on or before the 1st day of each succeeding month until full payment is made; interest calculated as of September 1, 1978 on the unpaid indebtedness is to be paid monthly for the period of October, November and December, 1978, only, and thereafter payments are to be made as provided for herein and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

WILLIAM SCHLANGER and wife, ESTER WEISS SCHLANGER,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

DENTON L. RATLIFF

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being the west parts of Lots Nos. 25, 26 and the west 60 feet of the north 32 feet of Lot No. 27 on the Map of the proposed Re-Arrangement of Clifton Subdivision, as of record in Book 161, page 80, Register's Office for said County, which proposed plan is of record in Book 1130, page 52, and which proposed plan likewise includes a part of a 15 foot alley on said original plan and described according to the Plan of record in Book 1130, page 52, and a survey made by T. R. Sanford, dated September 4, 1962, as follows: BEGINNING at a point in the southerly margin of Albion Street, 92.6 feet west of the southwest corner of 43rd Avenue North and Albion Street; thence in a southerly direction, parallel to the westerly margin of 43rd Avenue North, 141 feet to a point, the southwest corner of the property conveyed to Robert P. Lipscomb and wife, by deed of record in Book 1304, page 77, said Register's Office; thence in a westerly direction parallel to the northerly margin of Lots Nos. 28, 75 feet to the easterly margin of an alley; thence along the easterly margin of said alley, northerly 165.3 feet to the intersection of said alley and Albion Street; thence in an easterly direction along the southerly margin of Albion Street, 77.3 feet to the point of beginning.

BEING the same property conveyed to William Schlanger and wife, Ester Weiss Schlanger by deed from William Gordon and wife, Elizabeth Adams Gordon, of record in Book 3461, page 425, Register's Office for Davidson County, Tennessee.

This is unimproved ( ) improved (X) property, known as 4305 Albion Street, Nashville, Tennessee 37209
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their 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 Grantee.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said real estate to said grantees, their 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 notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, we, the said grantees herein do hereby transfer and convey unto MORRIS LEVINE Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. We, the said grantees do hereby 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 at least the sum of $ Value until the notes herein secured are 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 and holder of said notes, as his interest may appear. We further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case we fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment. Now, if we, the said grantees, shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if we fail to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; we fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said notes, 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 notes, or any of said notes then past due and unpaid, all remaining unpaid notes 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 conveyance. We agree that the Trustee, may at any time, after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. We further agree 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 advise 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 notes 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 the grantees herein, their heirs, 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 lien notes, or, if more than one, then of the first-maturing unpaid note, 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 said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Said trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

IN WITNESS WHEREOF, we, the said grantors and grantees, have hereunto set our hands this the 1st day of September, 19 78.

William Schlanger

Ester Schlanger

Denton L. Ratliff

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, David J. Levine, a Notary Public in and for said County and State, the within named WILLIAM SCHLANGER and wife, ESTER WEISS SCHLANGER, and DENTON L. RATLIFF, the 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 1st day of September, 19 78.

David J. Levine
Notary Public

Commission expires 2-11-1980

DAVID J. LEVINE NOTARY PUBLIC DAVIDSON CO. 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 himself 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 himself as _____.

Witness my hand and seal, at office in _____, this _____ day of _____, 19____.

_____, Notary Public.

Commission expires _____

RECORDER'S MEMO: Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received

SEP 14 CONV 53,000.00
SEP 14 MORTG 37,630.00
SEP 14 S'TAX B* 137.80
SEP 14 S'TAX B* 35.60
SEP 14 PAFEE B* .50
SEP 14 MDEED B* 4.00 * 177.90