BOOK 5387 PAGE 405

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD - 4

FROM

Morrie Speer, Perry Moskovitz and Horace Moskovitz

TO

Robert A. Shannon

For draftsman's use

THIS INSTRUMENT PREPARED BY:

Mail

Saperstein & Schlanger, P.C.
Suite 1001, Parkview Towers
210 25th Avenue North
Nashville, Tennessee 37203

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Robert A. Shannon (NAME)	Same (NAME)	Map: 164
409 FOOTHILL DR. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcels: 44 & 47
NASHVILLE, TN. (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

E 10550

T IDENTIF. REFERENCE

JAN 22 8 12 AM '79

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

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 138,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 19 DAY OF JANUARY 1979

Notary Public

MY COMMISSION EXPIRES: 7-1982

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of One Hundred Thirty Eight Thousand and No/100 ($138,000.00) DOLLARS

of which $ 30,290.07 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees agree to pay the balance of $26,709.93 due and owing on a promissory note executed by the grantors herein to Landon J. Johnson and wife, Anna G. Johnson, as secured by a Vendor's Lien retained in an Installment Deed of record in Book 4246, Page 377, Register's Office for Davidson County, Tennessee. Grantee hereby agrees to make the monthly payments on said promissory note directly to grantors herein who agree to further make the payment directly to the holders of said note. Further, grantee has this day executed his promissory note in the amount of $81,000.00 payable to grantors, said note providing that said $81,000.00 shall be paid over a period of five (5) years in semi-annual payments of principal and interest at 9% per annum, said installments of principal and interest to begin on January 19, 1980, and that grantee shall only have the right to prepay the balance of the principal and interest after the year 1979.

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,

Morrie Speer, Perry Moskovitz and Horace Moskovitz as tenants in common

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

Robert A. Shannon

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

Being land in the Third Civil District of Davidson County, Tennessee, being part of Lot No. 6 in the division of the lands of Thomas J. Miller, deceased, as of record in Book 115, Page 324, Register's Office for said County, described as follows:

TRACT I:

Beginning at a point in the northeasterly margin of Murfreesboro Pike; thence along the northeasterly margin of Murfreesboro Pike, north 31° 24' west a distance of 449.2 feet to a right of way monument; thence north 58° 36' east a distance of 10 feet; thence still along the northeasterly margin of Murfreesboro Pike, north 31° 24' west a distance of 237.6 feet to a corner post; thence north 58° 09' east a distance of 526.2 feet to a post; thence north 46° 56' east a distance of 146.6 feet to a post; thence north 69° 35' east a distance of 8.5 feet to a post; thence north 20° 26' east a distance of 189.2 feet to a corner post; thence 73° 57' west a distance of 130.3 feet to a corner post; thence north 16° 23' west a distance of 194.0 feet to an 8-inch cedar;

(See attached sheet for additional description and provisions identified as "Attached Sheet No. 1")

This is unimproved ( ) improved ( ) property, known as ..... (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.

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 Samuel B. Schlanger 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 $ 20,000.00 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 19 day of Jan. 1979

Perry M. Moskovitz

Morrie Speer — Robert A. Shannon

Horace Moskovitz

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Morrie Speer, Perry Moskovitz and Horace Moskovitz

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 19 day of Jan., 1979.

Joe Saperstein, Notary Public.

JOE SAPERSTEIN ☆ NOTARY PUBLIC ☆ DAVIDSON COUNTY, TENN.

Commission expires 5-10-81

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Robert A. Shannon,

with whom I am personally acquainted, and who, upon oath, acknowledged himself to be

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the within named bargainor, XXXXXXXXX and that he XXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXX executed the foregoing instrument for the purposes therein contained. XXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

Witness my hand and seal, at office in Nashville, Tn.,

this 19th day of January, 1979

Leta J. Underhill, Notary Public.

LETA J. UNDERHILL NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Commission expires Nov. 16, 1980

INSTALLMENT DEED

(continued)

"Attached Sheet No. 1"

thence north 29° 22' west a distance of 101.6 feet to a post; thence north 63° 01' west a distance of 130.6 feet to a corner post; thence north 35° 30' east a distance of 556.5 feet to a cornerpost; thence south 71° 31' east a distance of 524.4 feet to a corner post; thence south 5° 14' west a distance of 1,132.9 feet to a corner post; thence south 51° 50' west a distance of 274.0 feet to a corner post; thence south 3° 58' west a distance of 515.3 feet to a corner post; thence north 88° 57' west a distance of 399.2 feet to the point of beginning, containing 26.9 acres more or less.

TRACT II:
Beginning on the southeast corner of old original tract on the center of Mt. View Road, (formerly Old Franklin Pike) at the northeast corner of Barton Tract and fence line, north 89-1/2° west 222 feet to a stake in the fence line; thence with the east line of Fred S. Gentry lot, north 2° east 495 feet to a stake in the fence line, the south line of Old Johnson tract, now Gentry tract; thence with this line, north 51° east 291 feet to the center of Mt. View Road; thence with the center of same, south 2° west 690 feet to the beginning, containing 3 acres.

Being the same property conveyed to Morrie Speer, Perry Moskovitz and Horace Moskovitz, as tenants in common, by deed from Landon J. Johnson and wife, Anna G. Johnson, of record in Book 4246, Page 377, Register's Office for Davidson County, Tennessee.

Grantee assumes 1979 real property taxes.

This conveyance is subject to easements of record in Book 437, Page 19, Book 3615, Page 427, and Book 4578, Page 374, as of record in said Register's Office.

JAN22'79 CONV 90,000.00
JAN22'79 CONV 48,000.00 } 138,000.00
JAN22'79 MORT'G 81,000.00
JAN22'79 S'TAX B* 358.80
JAN22'79 S'TAX B* 79.00
JAN22'79 PR'FEE B* .50
JAN22'79 W'DEED B* 6.00 * 444.30