Joseph B. Pitt, Jr., Attorney
First American Center
Nashville, Tennessee 37238

Installment Deed

BOOK 5524 PAGE 540

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Charles S. Feldman and Joni Werthan	CHAS S. FELDMAN	104-5-42
(NAME): 3704 Murphy Road	(NAME): RT 11, SNEED RD.	
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tennessee 37209	(STREET ADDRESS) FRANKLIN, TN 37064	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Thirty Five Thousand and no/100---------- ($35,000.00) ---------- *Dollars,*
of which Ten Thousand Five Hundred and no/100---------- ($10,500.00) ---------- *Dollars, has been paid in cash,*
the receipt of which is hereby acknowledged, and for the remainder Twenty Four Thousand Five Hundred and no/100 ($24,500.00) ---------- *Dollars,*

Charles S. Feldman and Joni Werthan have executed their promissory note of even date herewith for the principal amount of $24,500.00 payable to the order of Betty Ruth Rucker, Herman Holmes Rucker, Donna Julia Rucker Jones and Nancy Carol Rucker Wheeler in 60 monthly installments as follows: on the first day of December, 1979 the sum of $222.64 and thereafter an additional 58 monthly installments each for a like amount of $222.64, all of which include both principal and interest at the rate of 10% per annum and one final installment in the amount of $23,292.12, which represents the unpaid principal balance plus interest at the rate of 10% per annum, said additional 58 monthly installments and said final installment falling due on the same day of each successive month thereafter; said note being amortized on a 25 year plan.

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, Betty Ruth Rucker, Herman Holmes Rucker, Donna Julia Rucker Jones and Nancy Carol Rucker Wheeler *have this day bargained and sold, and do hereby transfer and convey unto the said* Charles S. Feldman and Joni Werthan as tenants in common without right of survivorship, *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Land in Davidson County, Tennessee, being Lot No. 6 on the Map of West Grove Subdivision, of record in Book 421, page 85, Register's Office for said County.

Said Lot No. 6 fronts 50 feet on the westerly side of Murphy Road or Minnesota Avenue and runs back between parallel lines 164.4 feet to an alley.

Being the same property conveyed to Herman H. Rucker and wife, Rachel Holmes Rucker by deed from Ishmael Hill and wife, Stella Harden Hill of record in Book 1512, page 316, said Register's Office, the said Herman H. Rucker and wife, Rachel Holmes Rucker having since died, he having pre-deceased her, and she having devised said property to Betty Ruth Rucker, Herman Holmes Rucker, Donna Julia Rucker Jones and Nancy Carol Rucker Wheeler by will of record in Will Book 126, page 2, Office of the County Court Clerk for Davidson County, Tennessee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 35,000.00

Affiant

Subscribed and sworn to before me, this the 31st day of Oct. 19 79

My commission expires: 4-18-82 (Affix Seal)

Notary Public

This is improved ( ) unimproved (XX) property, known as 3704 Murphy Road, Nashville, Tennessee 37209 (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 Charles S. Feldman and Joni Werthan *(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 1979 taxes which are prorated and assumed by the purchasers. We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Charles S. Feldman and Joni Werthan *(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 Charles S. Feldman and Joni Werthan *hereinafter referred to as trustors, hereby transfer and convey unto* Joseph B. Pitt, Jr., *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 $ 24,500 *, 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 trust 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 Registers 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 a[pply] to parties both singular and plural.

Witness our hand S this 27th day of October, 19 79, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

Charles S. Feldman

Joni Werthan

Betty Ruth Rucker

Nancy Carol Rucker Wheeler

Donna Julia Rucker Jones

Herman Holmes Rucker

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Rubye F. Rogers, *a Notary Public in and for said County and State,* Charles S. Feldman and Joni Werthan

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* 31st. *day of* October, *19* 79

Rubye F. Rogers
Notary Public

Commission expires June 1, 1980

STATE OF ILLINOIS
COUNTY OF

Personally appeared before me, Joan Middleton, a Notary Public in and for said County and State, Nancy Carol Rucker Wheeler

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

Witness my hand and official seal at CAROL STREAM CURRENCY EXCHANGE 477 SOUTH SCHMALE ROAD CAROL STREAM, ILLINOIS 60187 this 27th day of Oct, 1979.

Joan Middleton
Notary Public

Commission expires 11-6-82

INSTALLMENT DEED

FROM
Betty Ruth Rucker et al

TO
Charles S. Feldman and Joni Werthan

Compliments of
Chicago Title Insurance Company
First Floor — First American Center
Phone 255-4631
NASHVILLE, TENNESSEE 37208

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STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, NANCY L. KOTTA, a Notary Public in and for said County and State, Betty Ruth Rucker, Donna Julia Rucker, Jones, and Herman Holmes Rucker 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 31 day of Oct, 1979.

Mary L. Kotta
NOTARY PUBLIC

Commission Expires 4-18-82

F.6 1.3 7.4

IDENTIF. REFERENCE

NOV 2 3 47 PM '79

FELIX ZOLL JR. REGISTER
DAVIDSON COUNTY, TENN.

11/02 123.00- CHECK

3215

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

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CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX,CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			350[illegible]	[illegible]
			2450[illegible].00-	MO
			91.00	CO TX
			8[illegible].50	MO TX
			.50	PRFEE
			5.00	UCC
			CHECK	123.0[illegible]-
			3215A11/02/79 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F. 61374

IDENTIF. REFERENCE

NOV 2 3 47 PM '79

FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY

No. 723179