ADDRESS NEW OWNER:
Oscar T. Nelson, Jr.
6212 Station B
Nashville, TN 37235

SEND TAX BILLS:
SAME

MAP-PARCEL NUMBERS
Map 104-6
Parcel 240
21W-5305

BOOK 5701 PAGE 73

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $88,000.00. Oscar Twin Nelson Jr.
Affiant

Subscribed and sworn to before me, this the 15th day of January, 1981.

Notary Public

My Commission expires: Oct 11 1982

This Instrument Was Prepared By
DINNEY, LACKEY & CH...
218 Third Avenue N...
Nashville, Tennessee 37201

INSTALLMENT DEED

FOR AND IN CONSIDERATION OF the sum of Eighty Eight Thousand and no/100ths $88,000.00 Dollars of which $18,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantee has executed his promissory note of even date herewith in the amount of $70,000.00, together with interest at the rate of 11% per annum on the unpaid principal balance payable to the order of L. D. Wiener, Morris Wiener, Robert Milton Wiener, Mark M. Wiener, Frances Wiener Fishel and Opal Wiener, in monthly installments of $686.08 each, with the first installment falling due on the 15th day of February, 1981, and one payment due on the same day of each month thereafter until paid in full, 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, L. D. WIENER AND WIFE, AVIS WIENER, MORRIS WIENER AND WIFE, PATRICIA WIENER, ROBERT MILTON WIENER, UNMARRIED THE DEVISES, AND THEIR SPOUSES, OF SOPHIE R. WIENER, AND MARK M. WIENER AND WIFE, MARGARET WIENER, FRANCES WIENER FISHEL, UNMARRIED AND OPAL WIENER, UNMARRIED, THE HEIRS AT LAW, THEIR SPOUSES AND SUCCESSORS, OF YOLANDE WIENER hereinafter called the grantors, have this day bargained and sold and do hereby transfer and convey unto OSCAR T. NELSON, JR. herein called grantee, his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 57 and the easterly 12 feet of Lot No. 56 on Bransford Realty Company's West End Avenue Plan, as of record in Book 332, page 15, said Register's Office.

Said Lot No. 57 and part of Lot No. 56 adjoin and front together 85 feet on the northwesterly side of Vanderbilt Place, formerly Beech Street, and extends back in a northwesterly direction between parallel lines and along the southwesterly margin of Thirty-First Avenue South, 150 feet to an alley.

Being the same property conveyed to Sophie R. Wiener and Yolande Wiener by deed from Anna Finkle, widow of Jacob Finkle of record in Book 821, page 279, Register's Office for Davidson County, Tennessee, the said Sophie R. Wiener having since died her interest in the property was vested in L. D. Wiener, Morris Wiener and Robert Milton Wiener of record in Will Book 125, page 332, Probate Court Clerks Office, and the said Yolande Wiener having since died intestate, her interest in the property descended to Mark M. Wiener, Perry Wiener and Frances Wiener Fishel, her heirs at law, and the said Perry Wiener having since died intestate, his interest in the property descended to Opal Wiener by virtue of the statute of descent and distribution.

This is improved property, known as 3100 Vanderbilt Place, Nashville, Tennessee,

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 grantee, his 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, I, the said grantee herein, do hereby transfer and convey unto William L. Rosenberg, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest, thereto belonging, for the purposes aforesaid only. I, the said grantee 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 $70,000.00 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. I 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 I 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 of sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment. Now, if I, the said grantee, 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 I 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; I 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 ever 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. I 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. I 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 enforecement 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 grantee herein, his 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 grantee, have hereunto set our hands this the 15th day of JANUARY, 1981.

L. D. Wiener
L. D. Wiener

By William L. Rosenberg, Atty in Fact
William L. Rosenberg, Attorney in Fact

Avis Wiener
Avis Wiener

By William L. Rosenberg, Atty-in-Fact
William L. Rosenberg, Attorney in Fact

Morris Wiener
Morris Wiener

By William L. Rosenberg, Atty-in-Fact
William L. Rosenberg, Attorney in Fact

Patricia Wiener
Patricia Wiener

By William L. Rosenberg, Atty-in-Fact
William L. Rosenberg, Attorney in Fact

Robert Milton Wiener
Robert Milton Wiener

By William L. Rosenberg, Atty-in-Fact
William L. Rosenberg, Attorney in Fact

Opal Wiener
Opal Wiener

By William L. Rosenberg, Atty-in-Fact
William L. Rosenberg, Attorney in Fact

Mark M. Wiener
Mark M. Wiener

Margaret Wiener
Margaret Wiener

Frances Wiener Fishel
Frances Wiener Fishel

Oscar T. Nelson Jr.
Oscar T. Nelson, Jr.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

On this 5th day of January, 1981, before me personally appeared William L. Rosenberg, to me known to be the person who executed the foregoing instrument as attorney in fact for L. D. Wiener and wife, Avis Wiener, Morris Wiener and wife, Patricia Wiener, Robert Milton Wiener and Opal Wiener, and acknowledged that he executed the same as the free act and deed of the aforesaid persons.

Witness my hand and official seal at Nashville, Tennessee, this 5th day of January, 1981.

Notary Public

NOTARY PUBLIC DAVIDSON CO., TENN.

My Commission expires:
Oct 17 1982

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 Mark M. Wiener and wife, Margaret Wiener and Frances Wiener Fishel, 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 15th day of January, 1981.

Notary Public

My Commission expires:
Oct. 17 1982.

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 Oscar T. Nelson, Jr., the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 15th day of January, 1981.

Notary Public

My Commission expires:
Oct. 17 1982.

G 2.5.7.2 2

IDENTIF. REFERENCE

JAN 16 2 37 PM '81

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF BOOK 5701 PAGE 77

FOR

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
			80000.00- CO	
			70000.00- MO	
			228.80 CO TX	
			66.00 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK 309.30=	
530140 1/16/81			BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 2 5 7 2 2

T
IDENTIF. REFERENCE

JAN 16 2 37 PM '81

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

No. 802376