BOOK 5890 PAGE 105

Installment Deed

ADDRESS NEW OWNER (S)AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Victor Con Smith, Jr.	Same	081-16-0
(NAME): P.O. Box 5773	(NAME):	
(STREET ADDRESS OR ROUTE NUMBER): Nashville, Tennessee - 37208	(STREET ADDRESS):	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION of the sum of FIFTY THOUSAND TWO HUNDRED FIFTY AND NO/100 ($50,250.00) *Dollars,*
of which TWO HUNDRED FIFTY AND NO/100 ($250.00) *Dollars, has been paid in cash,*
the receipt of which is hereby acknowledged, and for the remainder FIFTY THOUSAND AND NO/100 ($50,000.00) *Dollars,*
the said Victor Con Smith, Jr. has executed two promissory notes, one made payable to Mollie Feigenbaum in the amount of Twenty-Five Thousand and No/100 ~~xxxxx~~ *executed* ($25,000.00) Dollars and one made payable to Harry Stern, Executor of the Estate of Marilyn Stern, deceased, in the amount of Twenty-Five Thousand and No/100 ($25,000.00) Dollars, each payable in monthly installments as follows: On the 25 day of June, 1982, the sum of Two Hundred Fifty-Eight and 70/100 ($258.70) Dollars, and thereafter two hundred ninety-nine (299) consecutive installments, each for a like amount on the 25 day of each month thereafter which includes principal and interest at the rate of eleven and three-fourths (11 3/4%) per annum, to be applied first to the payment of interest and the remainder to principal until said amount and interest have been paid in full,

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, MOLLIE FEIGENBAUM and HARRY STERN, EXECUTOR OF THE ESTATE OF MARILYN STERN, DECEASED, *have this day bargained and sold, and do hereby transfer and convey unto the said.* VICTOR CON SMITH, JR., *the Grantees herein, their (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

TRACT NO. 1: Being two parts of Lot No. 149 on the Plan of D. T. McGavock's First Addition to Nashville, of record in Book 10, page 606 to 609, Register's Office for said County, described as follows:

FIRST PART: Beginning on the northerly margin of Jefferson Street at a point 38 feet, more or less, westerly from the westerly margin of 10th Avenue North, formerly Belleville Street, the southwest corner of a part of said lot owned by the H. G. Hill Grocery & Baking Company; thence northerly with said Company's western line 40 feet, more or less, to a point 32 feet, more or less, westerly from the western margin of 10th Avenue North; thence continuing northerly with said Company's western line 50 feet, more or less, to a point in said line five feet, more or less, southerly from the northwest corner of said Company's lot; thence westerly 31 feet, more or less, to a point 36 feet, more or less, eastwardly from the western boundary line of said Lot No. 149, being the northeast corner of a part of said Lot No. 149 owned by Mollie and Bertha I. Zaricor; thence southerly with their eastern line 50 feet, more or less, to a point in said line 38 feet, more or less, easterly from the western boundary line of said Lot No. 149; thence continuing southerly with their eastern line 40 feet, more or less, to Jefferson Street, their southeast corner and 30 feet, more or less, easterly from the southwest corner of said Lot No. 149; thence easterly with the northerly margin of Jefferson Street, 31 feet, more or less, to the beginning.

SECOND PART: Beginning at the northwest corner of Jefferson Street and 10th Avenue North, formerly Belleville Street; thence with the westerly margin of Belleville Street northerly 95 feet, more or less, to Preston and Whitehead's southeast corner; thence with their south line westerly parallel with Madison Street 33 1/3 feet, more or less; thence southerly 55 feet, more or less, to a point 40 feet, more or less, northerly from the northerly margin of Jefferson Street and 32 feet, more or less, westerly from the westerly margin of 10th Avenue North; thence continuing southerly 40 feet, more or less, to a point on the northerly margin of Jefferson Street 38 feet, more or less, westerly from the westerly margin of said Avenue; thence easterly with the northerly margin of said street 38 feet to the beginning.

This instrument prepared by:
SCHULMAN, LE ROY & BENNETT, P.C.
P. O. BOX 2707
NASHVILLE, TENN. 37219

Being the same property conveyed to Mollie Feigenbaum and Marilyn Stern by deed from M. N. Young and wife, of record in Book 1389, page 441, Register's Office for Davidson County, Tennessee, the said Marilyn Stern having since died and Harry Stern being named as Executor in will of record in Will Book 132, page 229, Probate Court Clerk's Office for Davidson County, Tennessee.

TRACT NO. 2: Being part of Lot No. 149 on the Plan of D. T. McGavock's First Addition to Nashville, of record in Book 10, pages 606 to 609, Register's Office for said County, described as follows:

Beginning on the southerly margin of Madison Street, the northwest corner of Lot 149; thence easterly with the southerly margin of Madison Street, 50 feet, more or less, to the northwest corner of a part of said Lot 149 owned by S. D. Tinsley and wife, being 50 feet, more or less, westerly from the southwest corner of Madison Street and 10th Avenue North; thence southerly with their western line 85 feet, more or less, to their southwest corner, and continuing southerly 5 feet, more or less, in all 90 feet, more or less; thence at right angles westerly 50 feet, more or less, to the western boundary line of said Lot 149; and thence northerly with the western boundary line of said Lot 90 feet, more or less, to the beginning.

Being the same property conveyed to Mollie Feigenbaum and Marilyn Stern by deed from William Gregory, of record in Book 2450, page 177, Register's Office for Davidson County, Tennessee, the said Marilyn Stern having since died and Harry Stern being named as Executor in will of record in Book 132, page 229, Probate Court Clerk's Office for Davidson County, Tennessee.

TRACT NO. 3: Land in Davidson County, Tennessee, being part of Lot No. 149 on the Plan of D. T. McGavock's First Addition to Nashville, of record in Plan Book 10, pages 606 to 608, Register's Office for Davidson County, Tennessee.

Said part of Lot No. 149 begins at the southwest corner of 10th Avenue North (formerly Belleville Street) and Madison Street; running thence southwardly with the westerly margin of the said Avenue 85 feet, more or less, to the point; thence westwardly and parallel with Madison Street, 50 feet, more or less, to a point; thence northwardly and parallel to 10th Avenue a distance of 85 feet, more or less, to the southerly margin of Madison Street; thence with the margin of said street eastwardly 50 feet, more or less, to the point of beginning.

Being the same property conveyed to Mollie Feigenbaum and Marilyn Stern by deed from Sheryl K. Sherman, of record in Book 4736, page 848, Register's Office for Davidson County, Tennessee, the said Marilyn Stern having since died and Harry Stern being named as Executor in will of record in Will Book 132, page 229, Probate Court Clerk's Office for Davidson County, Tennessee.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $ 50,250.00

Victor Smith Jr.
Affiant

Subscribed and sworn to before me, this the 25th day of May 19 82

W. Deaderick Dyer III
Notary Public

My commission expires:
(Affix Seal)

unimproved ( )
This is improved (X) property, known as 1000 Jefferson Street and 1001-3 Madison Street, Nashville, Tennessee
(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 Grantees their (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 by taxes for the year 1982, and three foot easement for sewer of record in Book 2283, page 432, Register's Office for Davidson County, Tennessee *We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Grantees, their (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 installaments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Grantees hereinafter referred to as trustors, hereby transfer and convey unto J. R. Schulman, *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 $ 40,000.00, *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 and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove 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 21 *day of* May, *19* 82

Mollie Feigenbaum

Mollie Feigenbaum

Harry Stern, Executor of the Estate of Marilyn Stern, Deceased

Victor Con Smith, Jr.

Victor Con Smith Jr.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Robert N Skinner, *a Notary Public in and for said County and State,* Mollie Feigenbaum and Harry Stern, Executor of the Estate of Marilyn Stern, Deceased,

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* 20th *day of* May, *19* 82

ROBERT N. SKINNER NOTARY PUBLIC DAVIDSON COUNTY, TENNESSEE

Notary Public

Commission expires 4-17-83

STATE OF TENNESSEE

COUNTY OF DAVIDSON

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Personally appeared before me, ..., *a Notary Public in and for said County and State,* Victor Con Smith, Jr., *the within-named 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* 25th *day of* May, *19* 82

Commission expires 1-15-83 *Notary Public*

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 ...

G 9 2 8 5 6

IDENTIF. REFERENCE

MAY 25 11 08 AM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

RUSH

INSTALLMENT DEED

FROM

Mollie Feigenbaum et al

TO

Victor Con Smith, Jr.

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

Chicago Title Insurance Company
2000 Richard Jones Road
Nashville, Tenn. 37215
Phone 298-2627

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
			50250.00- CO	
			50000.00- MO	
			130.52 CO TX	
			40.00 MO TX	
			.50 PRFEE	
			12.00 WDECO	
			CHECK 191.02-	
91144	05/25/82	BAL	.00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 9 2 8 5 6

IDENTIF. REFERENCE

MAY 25 11 09 AM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 883025