This Instrument Prepared By
Harris A. Gilbert, Attorney,
Thirteenth Floor, Third National Bank
Bldg., Nashville, TN 37219.

Installment Deed

BOOK 6011 PAGE 990

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
JOHN E. DENNY, an unmarried man	Same	Map No. 104-6
(NAME:)	(NAME:)	
39 Music Square East		Parcel No. 20
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of ONE HUNDRED FOUR THOUSAND AND NO 100's ($104,000.00) ---------- *Dollars,*
of which TEN THOUSAND AND NO/100's ($10,000.00) ---------- *Dollars, has been paid in cash,*
the receipt of which is hereby acknowledged, and for the remainder NINETY-FOUR THOUSAND AND NO/100's ($94,000.00) ---------- *Dollars,*
JOHN E. DENNY *has* S *executed*
a Balloon Note of even date, payable to Norman W. Ginsberg in accordance with the terms provided therein,

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, NORMAN W. GINSBERG (being one and the same individual as "Norman W. Ginsburg") and wife, DARLENE P. GINSBERG
have this day bargained and sold, and do hereby transfer and convey unto the said
JOHN E. DENNY, an unmarried man,
his (successors), *heirs and assigns,*
certain real estate in Davidson County, Tennessee, as follows:

SEE ATTACHED EXHIBIT "A"

This conveyance is subject to easements and restrictions of record, a lien but not yet due, and 1983 real property taxes which have been prorated and assumed by the Grantee and which Grantee hereby agrees to pay.

Upon prior written approval by the holder of the note secured hereby, which approval will not be unreasonably withheld, of an acceptable credit report and upon payment of a two (2%) percent assumption fee to such holder, the within described property, or an interest therein, may be sold or conveyed. If the within described property, or an interest therein, is sold, without such approval, such holder shall be entitled to accelerate the debt and demand immediate payment of the entire obligation, principal and interest. For these purposes "an interest therein" is defined to include, but is not limited to, any transaction whereby the contracting party is or will become entitled to possession of the secured property.

STATE OF TENNESSEE
COUNTY OF DAVIDSON
The actual consideration or value whichever is greater, for this transfer is $ 104,000.00
Subscribed and sworn to before me, this the 25th day of February, 19 83
Affiant
My commission expires: October 15 1983
(Affix Seal)
Notary Public

This is improved ( ) unimproved (XX) property, known as 3325 Fairmont Drive, Nashville, Tennessee 37203
(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
JOHN E. DENNY, an unmarried man, his
XXXXXX
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 as noted herein.
We *further covenant and bind* our *heirs and representatives, to warrant and forever defend the title to said real estate to said* JOHN E. DENNY, an unmarried man, his
XXXXXX *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
JOHN E. DENNY, an unmarried man,
hereinafter referred to as trustors, hereby transfer and convey unto Harris A. Gilbert, *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 $....., 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 10 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 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 apply to parties both singular and plural.

Witness our hands this 25th day of February, *1983, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Norman W. Ginsberg

NORMAN W. GINSBERG

Darlene P. Ginsberg

DARLENE P. GINSBERG

John E. Denny

JOHN E. DENNY

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Norman W. Ginsberg, Darlene P. Ginsberg and John E. Denny *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* 25th *day of* February, *19*83.

Notary Public

Commission expires, October 15, 1983

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 .....

INSTALLMENT DEED

FROM

NORMAN W. GINSBERG, ET UX.

TO

JOHN E. DENNY, an unmarried man.

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

OFFICIAL RECEIPT

BOOK 6011 PAGE 992

DESCRIPTION

Land in Davidson County, Tennessee, being part of Lot No. 6 on the Map of West End Park Subdivision, as of record in Book 161, page 47, Register's Office for said County, described as follows:

Beginning at a point on the southeasterly margin of a 40 foot road, now known as Fairmont Avenue, which point is 30 feet northeasterly from where the dividing line between Lots 5 and 6 intersects the southeasterly margin of said Avenue, runs thence from said beginning point in a northeasterly direction with the southeasterly margin of said Avenue, 50 feet more or less to the southwesterly corner of the lot owned by J. H. Mikell, thence in a southwesterly direction with the said J. H. Mikell's southwesterly line, 145.5 feet to a point on said line which is the northwest corner of a lot owned by Annie Mary Martin; thence in a southwesterly direction 50 feet with the northwesterly line of the said lot owned by said Annie Mary Martin to a point on said line which is the northeasterly corner of a lot deeded by Eva P. Jones and husband, to Thomas J. Tyne; thence northwesterly along the northeasterly line of said lot deeded to Thomas J. Tyne and parallel with the dividing line between Lots 5 and 6, 145.4 feet to the beginning.

Being the same property conveyed to Norman W. Ginsberg, by decree of the Chancery Court for Davidson County, Tennessee as of record in Minute Book 201, page 87, and of record in Book 4543, page 909, Register's Office for Davidson County, Tennessee.

H 32940

IDENTIF. T. REFERENCE

FEB 25 3 10 PM '83

FELIX A. WILSON II REGISTER
DAVIDSON COUNTY, TN

RUSH

EXHIBIT "A"

OFFICIAL RECEIPT

FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF BOOK 6011 PAGE 993

FOR

CO -CONVEYANCE
MO -MORTGAGE
WD -WARRANTY DEED
TD -TRUST DEED

CC -CERTIFIED COPY
REL -RELEASE
UCC -UNIFORM COMMERCIAL CODE

MISC -MISCELLANEOUS
CO TX -STATE TAX CONVEY
MO TX -STATE TAX MORT
PRFEE -PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			104000.00-	CO
			94000.00-	MO
			270.40	CO TX
			92.00	MO TX
			.50	PRFEE
			9.00	WDEED
				CHECK 371.90-
			9467A02/25/83	BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 3 2 9 4 0

IDENTIF. REFERENCE

FEB 25 3 10 PM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 931561