BOOK 6018 PAGE 322

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD-4

FROM
Hannah W. Kahn
HANNAH W. KAHN

TO
CHARLES L. LAMB, et ux

For draftsman's use

Herman O. Lowenstein, Atty.
12th Floor
Third National Bank Bldg.
Nashville, Tenn.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Charles L. Lamb, et ux (NAME)	Charles L. Lamb, et ux (NAME)	104-05-406
3509 Richland Avenue (STREET ADDRESS OR ROUTE NUMBER)	3509 Richland Avenue (STREET ADDRESS)	
Nashville, Tenn. 37205 (CITY) (STATE) (P. O. ZIP)	Nashville, Tenn. 37205 (CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

H 3516 5

IDENTIF. REFERENCE

MAR 10 8 14 AM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

STATE OF ~~TENNESSEE~~ New Jersey
COUNTY OF ~~DAVIDSON~~ Mercer

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

$ 76,500.00 Hannah W. Kahn
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 7th DAY OF MARCH 19 83

Notary Public

MY COMMISSION EXPIRES: October 6 1986

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Seventy-Six Thousand Five Hundred and 00/100 ($76,500.00)---------- DOLLARS

of which $ 26,500.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed an Installment Deed Note, dated March 7th, 1983, in the amount of Fifty Thousand and 00/100 ($50,000.00) Dollars. Grantees shall pay interest at the rate of eleven (11%) percent per anum on the entire principal of Fifty Thousand and 00/100 ($50,000.00) Dollars for four (4) years in installments of Four Hundred Fifty-Eight and 34/100 ($458.34) Dollars per month, to begin on the first day of April, 1983 and a like amount on the first day of every month thereafter until the first day of March, 1987, when Fifty Thousand and 00/100 ($50,000.00) Dollars shall become due and payable. Grantee shall have the right to pay principal and balance at any time without penalty.

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 expresly retained on the land herein conveyed,

HANNAH W. KAHN, unmarried,

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

CHARLES L. LAMB and wife, SUSAN LAMB

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

The easterly 50 feet of the westerly 55 feet of Lot No. 66 in Block No. 3 Richland Realty Company's First Subdivision, Division "A", a plan of which is of record in Book 161, page 151, Register's Office for Davidson County, Tennessee, showing the same divided into blocks but not showing the subdivision of the blocks into small lots.

According to a printed copy of an unregistered Plan subdividing said blocks into small lots, said part of Lot No. 66 is described as follows:

Beginning on the southerly margin of Richland Avenue 5 feet easterly from the corner of Lot Nos. 64 and 66 on said Plan; thence southerly parallel with and 5 feet easterly from the line between said Lots 192 feet, more or less, to the northerly margin of a 12-foot alley; thence easterly with said alley 50 feet; thence northerly parallel with the first line 191-1/2 feet, more or less, to the southerly margin of said Avenue; thence with the southerly margin of said Avenue westerly 50 feet to the beginning.

Being the same property conveyed to Hannah Westfield Kahn by deed from Mrs. Rosel Westfield, as of record in Book 5656, page 90, Register's Office for Davidson County, Tennessee.

This is unimproved ( ) improved (X) property, known as 3509 (House Number) Richland Avenue (Street) Nashville, Tennessee 37205 (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 seised 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 Herman O. Lowenstein 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 $ 76,500.00 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 7th day of MARCH 19 83.

Hannah W. Kahn
HANNAH W. KAHN

CHARLES L. LAMB

SUSAN LAMB

NEW JERSEY
STATE OF ~~TENNESSEE~~
COUNTY OF ~~DAVIDSON~~ MERCER

Personally appeared before me, Ellen A. Hall, a Notary Public in and for said County and State, the within named HANNAH W. KAHN

the 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 TRENTON
New Jersey
~~Tennessee~~, this 7th day of MARCH, 1983.

ELLEN A. HALL NOTARY PUBLIC NEW JERSEY

Ellen A. Hall, Notary Public.

Commission expires OCTOBER 4, 1986

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Robert D. Eisenstein, a Notary Public of the State and County aforesaid, personally appeared CHARLES L. LAMB and wife, SUSAN LAMB the bargainors with whom I am personally acquainted, and who, upon oath, acknowledged that they executed the within instrument for the purposes therein contained.

~~the within named bargainor, a corporation, and that he is the president of the corporation, and is authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as president.~~

Witness my hand and seal, at office in Nashville, Tennessee

this 9th day of March, 1983.

Robert D. Eisenstein, Notary Public.

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Commission expires July 27, 1986

OFFICIAL RECEIPT

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

RECEIVED OF _____ BOOK 6018 PAGE 324

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
			76500.00- CO	
			50000.00- MO	
			198.90 CO TX	
			48.00 MO TX	
			.50 PRFEE	
			6.00 WDEED	
			CHECK	253.40-
		2130A03/10/83	BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 3516 5.

IDENTIF. REFERENCE

MAR 10 8 14 AM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 934122