BOX 19

MAXIMUM PRINCIPAL INDEBTEDNESS
FOR TENNESSEE RECORDING TAX
PURPOSES IS $29,500.00

PROPERTY OWNERS' ADDRESS
Ronald C. Smith et ux
3823 Central Avenue
Nashville, Tennessee 37205

THIS INSTRUMENT PREPARED BY:
Rollie L. Woodall
Attorney at Law
213 Third Avenue, North
Nashville, Tennessee 37201

NAME AND ADDRESS OF MORTGAGEE:

Jerome L. Rosenblum
537 Harpeth Trace Drive
Nashville, Tennessee 37221

MAP - PARCEL NUMBER:

143-06-0A; 38

INSTALLMENT DEED

For and in consideration of the sum of thirty-nine thousand five hundred and no one-hundredths Dollars ($39,500.00) of which ten thousand and no-one hundredths Dollars ($10,000.00) has been paid in cash by Ronald C. Smith and wife, Linda W. Smith, the receipt of which is hereby acknowledged, and for the remainder twenty-nine thousand five hundred and no one-hundredths Dollars, the said Ronald C. Smith and wife, Linda W. Smith, have executed an installment deed note payable to the order of Jerome L. Rosenblum on February 21, 1990, or upon sale of property, whichever first occurs, with interest on the unpaid principal at 10% per annum payable in twelve (12) monthly installments of $244.83 each commencing March 21, 1989, and on the twenty-first day of each consecutive, successive month thereafter, the final interest payment being due and payable simultaneously with the payment in full of the principal; and to secure the payment of the debt hereinabove set out, together with all charges and claims made and provided in the said instrument or note evidencing the debt, reference to which is here made, a lien is expressly retained on the land herein conveyed, we, Jerome L. Rosenblum and wife, Brenda G. Rosenblum, have this day bargained and sold, and do hereby transfer and convey unto the said Ronald C. Smith and wife, Linda W. Smith, their heirs and assigns, certain real estate in Davidson County, Tennessee, described as follows, to-wit:

> **LAND** in Davidson County, Tennessee, being Lot Number 4 on the Plan of Harpeth Trace Estates, Phase II, a Planned Unit Development, of record in Book 5200, Pages 556, 557, and 558, Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete legal description.
>
> **BEING** a part of the same property conveyed to Jerome L. Rosenblum by deed from Jerome L. Rosenblum and wife, Brenda G. Rosenblum, and Frank G. Friedman, Trustee, with full powers, of record in Book 7630, Page 393, Register's Office for Davidson County, Tennessee.
>
> **TOGETHER** with all of the Grantor's right, title, and interest in and to the water and sewer taps for said property.

Brenda G. Rosenblum, spouse of Jerome L. Rosenblum, joins in this conveyance for the purpose of conveying any and all right, title, and interest which she may have in the aforesaid described property, but for no other or further purpose.

This is unimproved property known as 212 Harpeth Wood Drive, Nashville, Tennessee 37221.

TO HAVE AND TO HOLD said real estate, with the hereditaments, appurtenances, estates, title, and interest thereto appertaining, to the said Ronald C. Smith and wife, Linda W. Smith, 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, except:

1. Taxes and special assessments for the year 1989 which have been prorated and assumed by the said Ronald C. Smith and wife, Linda W. Smith.

2. Easements, setback lines, and restrictions of record.

We further covenant and bind ourselves and our heirs and representatives, to warrant and forever defend the title to said real estate to said Ronald C. Smith and wife, Linda W. Smith, 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 installment deed note, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said note, as it matures, as heretofore provided, and for the consideration of one dollar, to us, in hand paid, the said Ronald C. Smith and wife, Linda W. Smith, do hereby transfer and convey unto Herbert R. Rich, Trustee, his successors and assigns, the real estate hereinbefore described, and the hereditaments, appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.

As part of the consideration for the execution of this instrument, and of the indebtedness secured hereunder, we, the said Ronald C. Smith and wife, Linda W. Smith, do hereby agree to keep all buildings now owned, or to be hereafter erected on said property, insured in some reliable fire insurance company or companies authorized for doing business in the State of Tennessee, 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, first, to the trustee or lawful owners and holders of any indebtedness having a priority over the indebtedness secured by this instrument, and second, to the trustee hereunder for the benefit of the lawful owners or holders of said indebtedness, as his, its, or their interest may appear.

We, the said Ronald C. Smith and wife, Linda W. Smith, further agree to pay all taxes and assessments thereon, general or special, and to pay them prior to delinquency, to pay all sums, and perform all obligations, as may be required under the provisions of any deed of trust or other instrument creating a lien and having priority over the indebtedness herein secured, and, upon demand of said trustee or the lawful owners and holders of the indebtedness herein secured, 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 the terms hereof, or to 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 of the costs and expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and if paid by trustee, or the lawful owner or holder of said indebtedness, shall bear interest at the highest then prevailing legal rate per annum from the date of payment and shall be and become a part of the indebtedness secured hereby. It is expressly understood and agreed that any default in the performance of any or all obligations required by the terms of any instrument creating a lien having priority over the lien secured by this instrument, shall be considered as a default hereunder, and the Trustee, or the owners and holders of the indebtedness herein secured, shall have the right to pursue any and all rights or remedies as herein provided, or as otherwise provided by law.

Now, if we, the said Ronald C. Smith and wife, Linda W. Smith, shall pay said indebtedness, and all installments thereof, when due, according to the terms hereof, or, if any, the note or notes evidencing the same, and pay taxes, keep up repairs, keep said premises insured, and perform the other and foregoing obligations and agreements, then this trust conveyance shall be of no further force or effect. But if we fail to pay said indebtedness, or any part or installment thereof, promptly at maturity, or if, failing to pay taxes, keep up repairs, keep said premises insured, to perform said other obligations and agreements as herein provided, we 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 or part of installments thereof then past due and unpaid, all remaining unpaid indebtedness shall become due and payable at once, without notice, and the said Trustee, or his successor in trust, is hereby authorized and empowered, upon, 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, the statutory right of redemption, homestead, dower, statutory, or elective rights, 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. We agree that the Trustee may, at any time after default in the payment of any part of

said indebtedness, 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 evt that the Trustee fails, before selling said property as herein provided, to enter d take possession thereof, the purchaser shall be entitled to immediate possession hereof upon the delivery to him by the Trustee of a deed for said property.

In the event of a sale of said property under and by virtue of this trust, we, Ronald C. Smith and wife, Linda W. Smith, and all persons holding unr them shall be and become the tenants at will of the purchaser from and after the ecution and delivery of a deed to such purchaser, said tenancy to be determined at th option of said purchaser upon five days written notice.

In case of sale hereunder, the proceeds will be applied by the Trtee as follows:

1st. To the payment of all costs, charges and expenses of executi this conveyance and enforcing said lien as herein provided; also reasonable atrney's fees for advice in the premises, or for instituting or defending any litigati which may arise on account of the execution of this conveyance, or the enforcement f said lien; also the expenses of any such litigation.

2nd. To the payment of all taxes which may be unpaid on said premis.

3rd. To the payment of all unpaid notes herein secured, and any d all sums expended in the protection of said property, as herein authorized.

4th. The residue, if any, will be paid to Ronald C. Smith and wif Linda W. Smith, their heirs, representatives or assigns.

In case of death, absence, inability or refusal to act of said Trtee at any time when action under the foregoing power and trusts may be required, th lawful owner and holder of said installment deed note, or, if more than one, then f the first-maturing unpaid note, is hereby authorized and empowered to name and apint a successor to execute this trust by an instrument in writing to be recorded n the Register's Office for Davidson County, Tennessee, and the title herein conved to Herbert R. Rich, Trustee, shall be vested in said successor.

Said Trustee shall execute this trust without being required to giv bond, and he shall not be required to file any account or settlement in relation o his trusteeship.

Wherever used, the singular number shall include the plural, the plu the singular, and the use of any gender shall be applicable to all genders.

JEROME L. ROSENBLUM

RONALD C. SMITH

BRENDA G. ROSENBLUM

LINDA W. SMITH

STATE OF TENNESSEE)
) ss:
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this nsfer is thirty-nine thousand five hundred and no one-hundredths Dollars ($39,500.00

AFFIANT

Subscribed and sworn to before me this the twenty-first day of February, 1989.

NOTARY PUBLIC

My Commission Expires: July 25, 1989.

STATE OF TENNESSEE)
) ss:
COUNTY OF DAVIDSON)

Personally appeared before me, Rollie L. Woodall, a Notary Public in and for said County and State, the within named Jerome L. Rosenblum and wife, Brenda G. Rosenblum, and Ronald C. Smith and wife, Linda W. Smith, the bargainors, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purpose therein contained.

Witness my hand and official seal at Nashville, Tennessee, this twenty-first day of February, 1989.

Rollie L Woodall
NOTARY PUBLIC

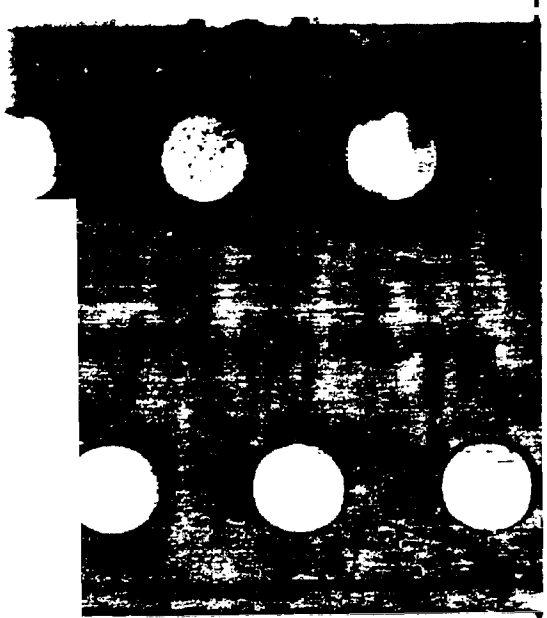
My Commission Expires: July 25, 1989.

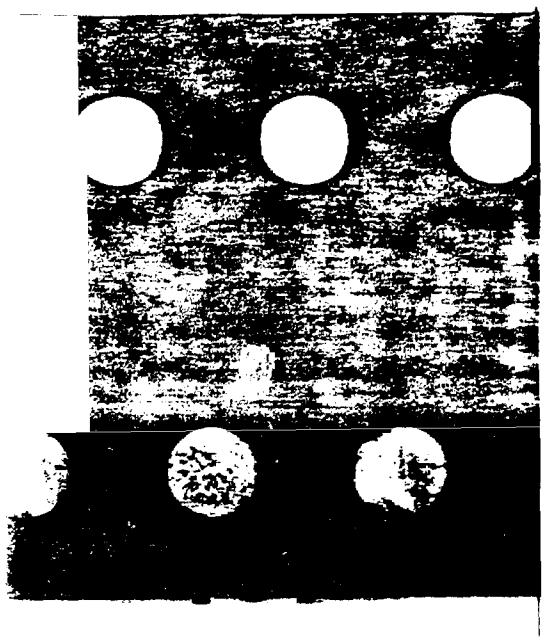
NOTARY PUBLIC AT LARGE

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FEB 22 10 37 AM '89

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OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 7776 PAGE 997

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

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL

CAMT	39500.00
MAMT	29500.00
CON TX	130.35
MOR TX	31.63
PRFEE	0.50
WDEED	12.00
TOTAL	174.48
CHECK	174.48

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

02/22/89 01 1014I 0001 9133

10608

FEB 22 10 37 AM '89

No. 183576