K 2395

...FIVE THOUSAND ... AND NO/100 ... and ... Bernard Goldstein and wife, Sandra K. Goldstein, have ... and ... to pay ... deed of trust executed by Gerald Averbuch and wife, to Preston C. Bailey, Trustee, of record in Book 2561, page 345, Register's Office for Davidson County, Tennessee, ... have this day given ... said Gerald Averbuch and wife, Blossom Averbuch, a ... for note for $5000.00, to secure the faithful performance ... said Bernard Goldstein and wife, Sandra K. Goldstein, under the terms and conditions of the deed of trust above referred to. If said Bernard Goldstein and wife, Sandra K. Goldstein, shall fully perform the terms and conditions of the deed of trust of record in Book 2561, page 345, said Register's Office, above referred to and herein assumed by said Goldstein and wife, and shall pay off and retire said deed of trust then this note or bond shall be null and said. In the event, however, said Goldstein and wife, fail to fully perform the terms and conditions of said deed of trust and default in the terms and conditions thereof, the said note or bond for $5,000.00 above referred to shall be immediately due and payable.

and provides 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.

We, Gerald Averbuch and wife, Blossom Averbuch

hereinafter called the grantors, have this day bargained and sold, and by these presents do convey unto

Bernard Goldstein and wife, Sandra K. Goldstein

whose mailing grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, to-wit:

Being Lot No. 5 on the Plan of Harpeth Valley Estates, Section No. One, as of record in Book 1835, page 86, Register's Office for said County.

Said Lot No. 5 fronts 125 feet on the southwesterly side of Tyne Boulevard and runs back 431.9 feet on the northwesterly line and 435.9 feet on the southeasterly line, to a dead line, measuring 117 feet thereon.

Being the same property conveyed to Gerald Averbuch and wife, Blossom Averbuch, by deed from Junion Realty Company, of record in Book 2279, page 114, said Register's Office.

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 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 ... notes, and rendering unnecessary court proceedings for the enforcement of same ... 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 grantors herein do hereby transfer and convey unto C. H. Briley, Jr. Trustee, the aforesaid real estate, the said estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the following purposes hereinafter stated, viz: We, the said grantors 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 the insurable value ... 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 sums so expended as part of the indebtedness first mentioned, and secured by these instruments to the date of such payment. Now, if we, the said grantors, shall pay the notes as above mentioned, 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 bind ourselves, the Trustee or lawful owner and holder of said notes for all sums, with interest, paid by said Trustee or lawful owner and holder of said notes, which we hereby agree to pay on demand, and 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, or voluntarily should notice shall be given by said Trustee at once without notice, and the said Trustee, or his successor in trust, is hereby authorized and empowered, after having first given notice of the time, place and terms of sale by advertising in some newspaper published in Davidson County, Tennessee, once a week for four weeks previous to any sale hereunder, daily or weekly, published in Davidson County, Tennessee, to sell the property conveyed herein at the front door of the County Building, in said county, 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 agreement. 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 premises, and collect the rents thereof for the lawful owner and holder of said notes, and after deducting reasonable rental for the use of said premises, and all costs and charges incurred by him, pay the balance remaining in his hands to the lawful owner and holder of said notes, on account of the principal and interest due thereon. We further agree that in the event the Trustee fails, before selling said property, to execute said sale promissory 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:

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