BK 2964

INSTALLMENT DEED — TENNESSEE TITLE COMPANY

FORM 1002

FOR AND IN CONSIDERATION OF the sum of TWO THOUSAND, SIX HUNDRED FIFTY AND 00/100 ($2,650.00)----------DOLLARS of which $ 50.00 has been paid in cash by the grantee hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantee have executed their joint promissory note of even date herewith in the principal sum of $2,600.00, payable to the order of Louis Komisar and wife, Margie Ruth Komisar, in monthly installments of $29.50 each, including both principal and interest at the rate of 6% per annum, until all installments have become due. The first of said installments shall become due on the 10th day of November, 1959,

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 expressly retained on the land herein conveyed.

Louis Komisar and wife, Margie Ruth Komisar,

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

Printes H. Creasy and wife, Margaret Creasy,

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

Being Lot No. 236 on the Map of Maplewood Heights Second Subdivision, as of record in Book 547, pages 103 and 104, R.O.D.C.

Said Lot No. 236 fronts 100 feet on the westerly side of Hutson Avenue and runs back between parallel lines 300 feet to a dead line in the rear.

Being the same property conveyed to Louis Komisar and wife, Margie Ruth Komisar, by deed from William Hofstetter, Trustee, of record in Book 2648, page 351, Register's Office for said County.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, rights, title and interest thereto belonging, to the said grantees, their heirs and assigns forever. We covenant with said grantees 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 unincumbered, except by 1959 taxes which are assumed by grantees.

We hereby 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 being and serving ultimately exclusively for the payment of said promissory note or notes, principal and interest, and attorney's fees, as aforesaid, and for the fulfillment of the conditions of said lien in the event of the non-payment of said note, or any renewal or installment thereof, and for the consideration of one dollar to us in hand paid, we the said grantors hereby do hereby transfer and convey unto William Hofstetter, Trustee, his successor or successors, and assigns, the said real estate, with all the appurtenances, rights, title and interest thereto belonging, for the purposes aforesaid only, but the said grantors do hereby agree to pay all taxes that may be due or hereafter created on said property.

[illegible] we will pay the note herein named or any renewal or installment thereof, as aforesaid, when the same shall become due and payable, or in case default shall be made in the payment of any of the interest coupons thereto attached, when the same shall become due and payable, or in case default shall be made in the payment of any of the taxes aforesaid when the same shall become due and payable, or in case default shall be made in the performance of any of the covenants herein contained, then, and in any of said events, the whole of said principal sum aforesaid, with all interest thereon, shall, at the option of the holder of said note or any of said notes, become immediately due and payable, and the said Trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty days notice by three publications in some newspaper published in Davidson County, Tennessee, of the time and place of sale, to sell the property conveyed in said deed of trust, or so much thereof as may be necessary to pay the amount then due thereon, at the usual place of sale at 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 to make to the purchaser or purchasers thereof a good and sufficient deed to the property sold; and the said Trustee is hereby authorized to execute a deed to the purchaser or purchasers at such sale, and to make all necessary recitals as to the happening of the events upon which the exercise of the power of sale herein granted is predicated, and I hereby agree that the recitals of fact so made shall be taken as prima facie evidence of the truth of the facts so recited. The Trustee may, at his option, become the purchaser at any sale made hereunder. In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

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