BK 3644

FORM 2000

FOR AND IN CONSIDERATION of the sum of Forty Five Hundred
($4,500.00)
DOLLARS
of which $ 1,000.00 has been paid in cash by the grantee hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantee has executed and delivered her note in the amount of $3,500.00 payable to the order of Abe Fisher and wife, Dora D. Fisher and payable $50.00 per month beginning October 6, 1963 with interest at 6% per annum on the unpaid prineipal balance to be deducted from each of such payments and the balance thereof applied to principal.

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 hereby conveyed.

Abe Fisher and wife, Dora D. Fisher

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

Willa Mae Wray, a single person,

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

Being part of Tract 4 marked "W. P. Harding" shown on the Plan of Harding Lytle Tract, of record in Book 21, page 102, Register's Office for said County.

Said part of said lot 4 or Tract 4 fronts 28-2/3 feet on the south side of Jefferson Street and runs back between parallel lines, parallel to and 64 feet east of 21st Avenue North, 180 feet to a dead line. This property is located at 1915 Jefferson Street and is improved property.

Being the same property conveyed to Abe Fisher and wife, Dora D. Fisher by deeds one from Lula Garrett, a widow, of record in Book 3314, page 263, and the other from R. E. Worrall, County Court Clerk, of record in Book 3403, page 207, both of record in said Register's Office.

Purchaser assumes 1962 and 1963 taxes.

[redacted] [redacted]

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 unincumbered.

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 hereinbefore provided, and for the consideration of one dollar, to us in hand paid, we, the said grantors herein do hereby transfer and convey unto J. B. Watson, Jr. Trustee, his successor and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. 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 $ [illegible] until the note herein secured are fully paid, and to have the loss, if any, payable on the policy or policies to said Trustee as his interest may appear, and to deliver all of said policies, or any of them, upon demand to the said Trustee; and in case we fail to do either then the said Trustee, or the holder of said notes, or any of them, may do so at our expense, and charge and collect the same by virtue of this instrument, with interest thereon at the rate of [illegible] per cent per annum from the date of payment by the said Trustee, or holder of said notes, or any of them, until repaid; and we do further covenant and agree that in case of default in the payment of any of said notes, or any part thereof, principal or interest, or in the event of the sale, transfer or other disposition of the property hereinbefore described, or any part thereof, without the written consent of the holder of said notes, or any of them, or in the event of the failure to pay taxes, assessments or other charges against said property when due, or in the event of the failure to keep said property insured as herein provided, or in the event of the failure to pay any insurance premiums, or assessments, when the same become due, or in the event of the failure to deliver said policies, or any of them, to the said Trustee, or holder of said notes, or any of them, upon demand, or in the event of the failure to perform any of the covenants herein contained, then the whole of said indebtedness, both principal and interest, shall, at the option of the holder of said notes, or any of them, become due and payable forthwith, and the said Trustee, or his successor in trust, is hereby authorized and empowered, after giving twenty days notice by publication in some newspaper published in said County, of the time, place and terms of sale, and of the property to be sold, by deed conveying the fee simple title to the purchaser or purchasers at the sale, to sell the property hereinbefore described, or any part thereof, at the door of the Court House in said County, at public outcry, to the highest and best bidder for cash, free from the equity of redemption, homestead, dower, and all other exemptions, which are hereby expressly waived, and to execute and deliver to the purchaser or purchasers a deed in fee simple for the property so sold. The recitals in the deed of any facts affecting the regularity or validity of the sale shall be taken as prima facie evidence of the truth of the facts so recited. The said Trustee may conduct the sale himself or through any auctioneer or agent he may employ for the purpose, and may execute deeds in the name of the grantors herein by himself or his agent. The said Trustee shall receive as compensation for his services a sum equal to [illegible] per cent of the gross proceeds of the sale, which shall be paid out of the proceeds of the sale before any other disbursement is made. From the proceeds of the sale the said Trustee shall pay, first, all costs and expenses of executing this trust, including a reasonable attorney's fee for any legal services rendered by him in connection therewith, whether suit be brought or not; second, he shall pay off and discharge the principal and interest of said notes, or any of them, which may be owing at the time of such sale, paying any of said notes in full regardless of the fact that the same may not be due and payable at the time of such sale, and allowing a rebate of interest at the rate of [illegible] per cent per annum on those not then due; third, he shall pay the balance of the proceeds of sale to the grantors herein, their heirs or assigns, upon their surrendering possession of the property sold. In the event the said Trustee, or his successor in trust, should die, become insane, or remove from said County, or refuse to act, or fail to act, before the sale of said property, then the holder of said notes, or any of them, may appoint a successor in trust, who shall have all the powers of the said Trustee herein named. The said Trustee, or his successor in trust, may employ counsel to represent him in any litigation which may arise in connection with the execution of this trust, and the fee of such counsel shall be paid out of the proceeds of the sale of said property. The said Trustee, or his successor in trust, may, at his option, purchase at the sale of said property, or any part thereof, and shall be entitled to receive a deed therefor, and to hold the same free from the equity of redemption, homestead, dower, and all other exemptions, which are hereby expressly waived