WARRANTY DEED

Address New Owner:	Send Tax Bills To:	Map Parcel No.
Miller Kimbrough 416 Union Street Nashville, Tennessee	Miller Kimbrough 416 Union Street Nashville, Tennessee	BOOK 3795 PAGE 197

FOR AND IN CONSIDERATION OF THE SUM OF TEN AND NO/100 ($10.00) DOLLARS, cash in hand paid and other good and valuable considerations, the receipt of which is hereby acknowledged,

I, L. ROY KAVANAUGH, have bargained and sold and by these presents do transfer and convey unto MILLER KIMBROUGH, his heirs and assigns, an undivided one-third (1/3) interest in and to a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:

Being Lots Nos. 20, 21, 22, 23 and the northerly 34 1/2 feet of Lot No. 24 on the Plan of Jones and Calhoun's Subdivision of part of the Baxter Lands, as of record in Book 161, page 40, Register's Office for said County and being described according to a survey made by T. R. Sanford, Surveyor, dated December 2, 1960, as follows:

Said Lots Nos. 20, 21, 22, 23 and the northerly 34 1/2 feet of Lot No. 24 adjoin and front together on 24th Avenue, South, 234 feet and run back between lines 277.7 feet on the northerly line and 286.0 feet on the southerly line to a dead line on an alley in the rear, measuring 235.1 feet on said dead line.

Being the same property conveyed to L. Roy Kavanaugh and Edwin B. Raskin, by deed from Rico Corporation et al, of record in Book 3672, Page 157, Register's Office for Davidson County, Tennessee.

The above property is improved.

TO HAVE AND TO HOLD the said undivided one-third (1/3) interest in and to the said tract or parcel of land with the appurtenances, estate, title and interest thereto belonging to the said MILLER KIMBROUGH, his heirs and assigns, forever.

AND I do covenant with the said MILLER KIMBROUGH that I am lawfully seized and possessed of said interest in said land in fee simple; have a good right to convey it and the same is unencumbered, except by certain deeds of trust of record, subject to which this conveyance is executed.

AND I, L. ROY KAVANAUGH, do further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to the said interest in the said land to the said MILLER KIMBROUGH, his heirs and assigns, against the lawful claims of all persons, whomsoever.

IN WITNESS WHEREOF, this instrument has been executed by the said L. Roy Kavanaugh at Nashville, Tennessee, this 1st day of July, 1964.

L. Roy Kavanaugh
L. ROY KAVANAUGH

STATE OF TENNESSEE:
:
COUNTY OF DAVIDSON:

Personally appeared before me, Jean Glascock, a Notary Public in and for said County and State, L. Roy Kavanaugh, the bargainor, with whom I am personally acquainted, and who, upon oath, acknowledged that he executed the within instrument at Nashville, Tennessee, on the 1st day of July, 1964, for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 28th day of July, 1964.

Jean Glascock
NOTARY PUBLIC

My commission expires:
MAY 22, 1965

STATE TAX $ 76.00
PROBATE .50
TOTAL $ 76.50

JUL 28 1964

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

PAID JUL 28 1964

aT

WARRANTY DEED

FROM

L. ROY KAVANAUGH

TO

MILLER KIMBROUGH

KIMBROUGH-KAVANAUGH AND ASSOCIATES

43702

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN.

JUL 28
109 594
2.00
DEP.

I. R. Schulman, Attorney
1100 American Trust Building
Nashville, Tennessee, 37201

FORM 1003

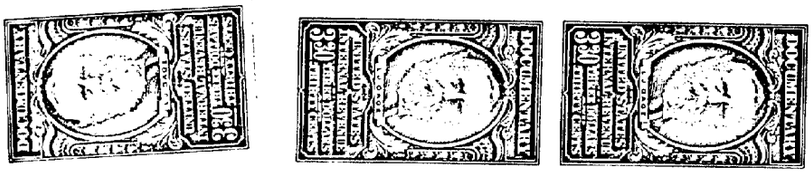
INSTALLMENT DEED

BOOK 3795 PAGE 200

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
(NAME)	(NAME)	
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION OF the sum of Eight Thousand Eight Hundred and No/100 ($8,800.00) DOLLARS

of which $2,000.00 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 their joint promissory note of even date herewith payable to the order of James C. Dickens in the original sum of $6,800.00, in equal monthly installments of $75.50 each beginning thirty days from date hereof and thereafter on or before the 20th day of each succeeding month a like sum, including interest at the rate of six (6%) per centum per annum, until the entire amount, both principal and interest has been paid in full. Payments to be credited first to the payment of interest on the unpaid principal balance as shall from time to time remain unpaid, the remainder 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 herein conveyed,

James C. Dickens

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Larry W. Smith and wife, Gloria Bailey Smith,

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

Being Lot No. 264 on the Plan of Grandview Heights, as of record in Book 161, pages 14 and 15, Register's Office for said County.

Said Lot No. 264 fronts 50 feet on the east side of ~~Cruzen Street~~ or Avenue, and runs back between parallel lines, 150 feet to an alley.

Being the same property conveyed to James C. Dickens by deed from Mrs. Anna E. Karnes, a widow, of record in Book 3223, page 557, said Register's Office.

Beulah H. Dickens, the wife, of James C. Dickens, joins in this conveyance for the purpose of releasing any and all rights she may have or be entitled to in the above described property, especially her marital rights.

This is unimproved ( ) improved ( ) property, known as 2418 Cruzen Street, Nashvillle, Tennessee (House Number) (Street) 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 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 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 J. J. Foley, Jr. 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 $6,800.00 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: