The instrument prepared by Richard Dance 601 Broadway 1st Nashville 6DA 33250

Map 133-1
Par 206

INSTALLMENT DEED Tax statement to Harvey Knalls 514 Elgin Nashville, Tenn

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For and in Consideration of the sum of

Four Thousand Five Hundred and No/100 ($4,500.00) - - - - - - - - - - - - - - - - Dollars,

of which Six Hundred and No/100 ($600.00) - Dollars,

has been paid in cash by Harvey Knalls, Jr., and wife Jean Knalls,

the receipt of which is hereby acknowledged, and for the remainder

Three Thousand Nine Hundred and No/100 ($3,900.00) - - - - - - - - - - - - Dollars,

the said Harvey Knalls, Jr., and wife Jean Knalls have executed their one promissory note of even date herewith payable to the order of Jewell Realty & Investment Company, Inc. in monthly installments of Forty Three and 30/100 Dollars ($43.30) each with the first installment due August 15, 1965,

all of said notes bearing six per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, Jewell Realty & Investment Company, Inc.

has this day bargained and sold, and does hereby transfer and convey unto the said Harvey Knalls, Jr., and wife, Jean Knalls, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being the westerly 50 feet of Lots Nos. 425, 426 and 427 on the Map of Sunrise Heights, Second Plan, as of record in Book 421, page 46, Register's Office for said County.

Said parts of said lots front 50 feet on the southerly side of High Street and runs back between parallel lines 150 feet to an alley.

Being the same property conveyed to Jewell Realty & Investment Company, Inc. by deed from Martha Russell Clark Akers of record in Book 3641, Page 213, Register's Office, Davidson County, Tennessee.

This property is improved and is known as 514 Elgin Street, Nashville, Tennessee. The Grantees agree to pay taxes for the year 1965, and all tax statements shall be sent to them at the address of this property.



To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Harvey Knalls, Jr., and wife Jean Knalls, their heirs and assigns forever it covenant that it is lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

It further covenant and bind itself and its ~~heirs and~~ representatives, to warrant and forever defend the title to said real estate to said Harvey Knalls, Jr., and wife Jean Knalls, 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 Harvey Knalls, Jr., and wife Jean Knalls,

do hereby transfer and convey unto Richard Dance, 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 Harvey Knalls, Jr., and wife Jean Knalls

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 $ 4,000.00 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 interst 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 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 Harvey Knalls, Jr., and wife, Jean Knalls 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 trust 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:

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

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

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

4th. The residue, if any, will be paid to Harvey Knalls, Jr., and wife, Jean Knalls, their representatives or assigns.

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

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

IN WITNESS WHEREOF, we, the said Jewell Realty & Investment Company, Inc. and Harvey Knalls, Jr., and wife, Jean Knalls, hereunto set our hands at Nashville, Tennessee, this the 8 day of July 1965

Jewell Realty & Investment Company, Inc.

By D. E. Moore
President

My Commission Expires May 5, 1968

Harvey Knalls, Jr.

Jean Knalls

Jean Knalls

STATE OF TENNESSEE
Davidson County

Personally appeared before me, [illegible], a Notary Public in and for said County and State, the within named Harvey Knalls, Jr., and wife, Jean Knalls

the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville Tennessee, this 8 day of July, 1965

Commission Expires 5/5/68

[illegible], Notary Public

STATE OF _____

_____ **County.**

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the bargainor, with whom I am personally acquainted, and who acknowledged that _____ executed the within instrument for the purposes therein contained.

Witness my hand and official seal at _____ this _____ day of _____, 19____

_____, Notary Public.

Commission Expires _____

STATE OF TENNESSEE }
Davidson County }

Before me, Margaret Huffman, a Notary Public within and for the State and County aforesaid, personally appeared J. E. Moore with whom I am personally acquainted and who upon (his oath) acknowledged (himself) to be the President of the Jewell Realty & Investment Company, Inc. the within named bargainor, a corporation, and that (he) as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said J. E. Moore as such President.

Witness my hand and official seal at office at Nashville, Tennessee on this the 8 day of July, 19 65

My commission expires 1-30-68.

Margaret Huffman
Notary Public

INSTALLMENT DEED

FROM

Jewell Realty & Investment Co. Inc.

TO

Harvey H. Keller Jr. et ux

Attorneys Title Company

Titles Guaranteed

NASHVILLE, TENN.

88512

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

JUL 13 2 28 PM '65

RECORDING FEE 2.75

DEP. REG.

Mail to R Daniel Co / Broad St

PAID JUL 13 1965
CT

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

JUL 13 1965

STATE TAX $ 6.75
PROBATE .50
TOTAL $ 7.25

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