ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Irvin Lipszyc, Et Ux	Irvin Lipszyc	Map 92-4
(NAME) 1026 Herman St	(NAME) 1026 Herman St	Par 285
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tennessee	(STREET ADDRESS) Nashville, Tennessee	4W mp
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Twenty-Two Thousand ($22,000.00) ---------- *Dollars,*

of which Five Thousand ($5,000.00) ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Seventeen Thousand ($17,000.00) ---------- *Dollars,*

Irvin Lipszyc and wife, Elizabeth Lipszyc

have executed

and delivered their one joint promissory note of even date herewith payable to Grantor in the principal sum of $17,000.00, said note bearing interest from date at the rate of six per-cent (6%) per annum, and being payable, principal and accrued interest, monthly, in 120 equal installments of One Hundred Eighty-Eight and 74/100 ($188.74) Dollars per month, the first said installment being due and payable on or before March 1, 1966, and a like installment of principal and interest being due and payable on or before the first day of each month thereafter until said note, principal and interest, is fully paid. Said installments will be first credited to accrued interest monthly on the unpaid principal balance and the remainder credited to principal. The privilege is reserved of paying * *and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed,* Third National Bank in Nashville, Trustee, formerly Nashville Trust Company, Trustee, has *this day bargained and sold, and do hereby transfer and convey unto the said* Irvin Lipszyc and wife, Elizabeth Lipszyc, their *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Land in Davidson County, Tennessee, being parts of Lots Nos. 25 and 26 on the Plan of C. M. Holt's Plan of Lots as shown in Subdivision Plat Book No. 21, Page 33, Register's Office of Davidson County, Tennessee, and being the same property conveyed to John W. McMurray, together with the improvements thereon erected, as hereinafter described. Said parts of said Lots and said improvements have been surveyed by Hal R. Swann, Jr., Surveyor, and the same are herewith fully described according to his survey made March 2, 1966, as follows: Beginning at a point marked with an iron rod in the northerly margin of Herman (formerly Hamilton) Street, at the westerly edge or margin of an iron wire fence, which point is 156.4 feet westerly from a point in the center line of Warren Street (formerly Holt Street) and the northerly margin of said Herman Street (as shown on said Holt's Plan), said beginning point being the beginning point of the tract of land herein conveyed; thence running in a northerly direction, along the westerly edge or margin of said iron fence 138 feet to an iron rod at a point in the southerly margin of a 20 foot alley; thence easterly and along the southerly margin of said alley 78 feet to an iron rod at a point which is 80.7 feet westerly from the center line of said Warren Street and the southerly margin of said alley same being the northeasterly corner of the tract of land herein conveyed; thence at right angles, southerly, along a line parallel to and 78 feet easterly from the westerly line or margin of said iron wire fence above described and intercepting a wooden fence at or near the southeast corner of a building erected on said land herein described and following on southerly along said fence a total distance in all of 138 feet to an iron rod at a point in said fence or fence line in the northerly margin of said Herman Street which point is 78 feet east, along the northerly margin of said Herman Street, from the point of beginning; thence westerly along

the northerly margin of said Herman Street 78 feet to the point of beginning. There is located on said property a building having a width of 70 feet and running back to and past the southerly margin of said alley a distance of 119.8 feet from the front of same which said building extends on over into the alley a distance of approximately 1 1/2 to 2 feet. Said building is located within the boundary lines of said parcel of land herein described, except for the portion extending over into the said alley. All of said building is conveyed to Grantees along with the said parcel of land as well as the said fences and all improvements within the boundaries of said parcel of land. Being the same land conveyed to and owned and occupied by John W. McMurray and by his Trustee, Nashville Trust Company, subsequently named Nashville Bank & Trust Company and thereafter merged with Third National Bank in Nashville, now the said Trustee by said merger, as follows: Said property was conveyed to said John W. McMurray on the 17th day of May, 1929, by warranty deed from Etta Mattiozzi Bixby, et al, which deed was recorded in the Register's Office of Davidson County, Tennessee, on the 12th day of June, 1929, and appears of record in Book 772, Page 317, Register's Office for said County. The said building was constructed on said property in the year 1930 by said John W. McMurray. The foundation of the said building on the east side extends to within a few inches of the east boundary line of the said parcel of land as hereinabove described. Thereafter, said property was conveyed to said Nashville Trust Company, Trustee, by deed from John W. McMurray dated the 31st day of December, 1941, and recorded in the Register's Office of Davidson County, Tennessee, on the 13th day of April, 1942, where the same appears of record in Book 1163, Page 694, and by Mrs. Ellene Brackin McMurray, wife of said John W. McMurray, by deed dated November 8, 1943, recorded on November 9, 1943, of record in Book 1136, Page 208, said Register's Office.

The general warranty herein contained as to the title to said parcel of land and to said building and improvements is limited to and warrants said title to that portion of Lot No. 26 embraced within the boundaries of said parcel of land described herein and as to said portion of Lot No. 25 only as to the portion of said Lot which is actually covered or occupied by said building and extending to and actually lying within and covered by the easterly edge of the east foundation wall, the east building wall, and east roof extention or overhang on the east side or wall of said building and to such part of said Lot as is embraced or included in the said description of the land described herein within the area west of the said east boundary line as lies to the west of the east Lot Line where the same runs along and follows the wooden fence heretofore described running from the southeasterly corner of the said building to the iron rod at the point in the said wooden fence at the margin of said Herman Street which is the southeast corner of the parcel of land herein conveyed and above described. The warranty of title as to the building does not apply to that portion of the land in the alley over which said building extends and rests. However, the portion of the building extending over the south line of the alley is conveyed herein and herewith along with the property and building lying within the boundaries of said land as described in the foregoing description of the same.

* the entire principal balance in full at any time with accrued interest payable to time of such payment, only, or a portion of the principal balance may be paid at any time but such portion to be credited to the oldest installments of principal of said note payable at the end of the payment period herein provided;

This is improved ( ) unimproved (X) property, known as 1026 (House Number) Herman Street (Street) Nashville, Tennessee P. O. Address: (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Irvin Lipszyc and wife, Elizabeth Lipszyc, their *(successors), 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,* except by taxes for the year 1966 which have been pro-rated between the parties and are assumed by Grantees; and by an unrecorded lease contract in favor of Lenahan Plastics of Tenn., Inc., the obligations of which are assumed by Grantees, said lease hereby being assigned without recourse upon Grantor to Grantees, and applicable zoning regulations.

Third National Bank in Nashville, Trustee, *further covenant and binds* itself, and its successors, to *warrant and forever defend the title to said real estate to said* Irvin Lipszyc and wife, Elizabeth Lipszyc, their *(successors), heirs and assigns, against the lawful claims of all persons,* except as limited or restricted as heretofore set forth.

And now, for the purpose of better and more effectually securing the payment of said lien indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Irvin Lipszyc and wife, Elizabeth Lipszyc, *hereinafter referred to as trustors, hereby transfer and convey unto* Albert H. Thomas, *Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:*

Trustors 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 the sum of $ 15,000.00 *, or at least the maximum insurable value, until the indebtedness herein secured is 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 or holder of said indebtedness as his interest may appear.*

Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and

expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustors upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums, with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, 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 indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof, 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. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed 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 indebtedness 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 trustors, their order, 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 indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, 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 the above named trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 1st day of February, 1966

ATTEST:

S. R. Brumfield,
Assistant Trust Officer

THIRD NATIONAL BANK IN NASHVILLE,
TRUSTEE,

By: Marvin W. Sory
Marvin W. Sory, Vice-President

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Carolyn H. Brock, a Notary Public in and for said County and State, Irvin Lipszyc and wife, Elizabeth Lipszyc

the within named bargainor S., 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 29th day of March, 1966.

CAROLYN H. BROCK NOTARY PUBLIC AT LARGE STATE OF TENN.

Carolyn H. Brock
Notary Public at large for the State of Tenn.

Commission expires June 28, 1969

BOOK 4000 PAGE 969

STATE OF .....
COUNTY OF .....

Personally appeared before me, ..., *a Notary Public in and for said County and State,* .....

the within named 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 }
COUNTY OF DAVIDSON }

Before me, Carolyn H. Brock, *a Notary Public of the State and County aforesaid, personally appeared* Marvin W. Sory *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* a Vice-President *of the* Third National Bank in Nashville, Trustee, *the within named bargainor, a corporation, and that* he *as such* Vice-President *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporatoin by* him *self as* Vice-President.

Witness my hand and seal, at office in Nashville, Tennessee *this* 24th *day of* March, 1966.

Carolyn H. Brock *Notary Public*

Commission expires June 28, 1969 at large for the State of Tenn.

CAROLYN H. BROCK NOTARY PUBLIC STATE OF TENNESSEE

STATE TAX $ 93.50
PROBATE $ 93.50
TOTAL $

MAR 29 1966

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

PAID MAR 29 1966

INSTALLMENT DEED

FROM
Third National Bank in Nashville, Trustee

TO
Irvin Lipszyc, Et Ux

22431

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

MAR 29 3 02 PM '66

NOTED: BOOK 113 PAGE 727
RECORDING FEE $ 3.25
DEP. REG. .....

Compliments of

R. Marshall, Attorney
Na[illegible]lle, Te[illegible]