Installment Deed BOOK 4111 PAGE 946

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Dr. Phillip Nicholas et ux	Dr. Phillip Nicholas et ux	W-3-8200.
(NAME)	(NAME)	
1502 Meharry Boulevard	1502 Meharry Boulevard	MAP 81-15
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tenn., 37208	Nashville, Tenn., 37208.	PAR. 615
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Nine Thousand and no/100 - - - - - - - -

(\$9,000.00) - *Dollars,*

of which Three Thousand and no/100 (\$3,000.00) - - - - - - - - - - - - - - - - - -

- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Six Thousand and no/100 - - - - -

(\$6,000.00) - *Dollars,*

the purchasers, Dr. Phillip Nicholas and wife, Violet May Nichola, - - - - - - - -

- have *executed*

executed their vendors' lien note, dated February 27, 1967, in the principal sum of Six Thousand (\$6,000.00) dollars, payable to the order of Mae Charles Brown, James D. Dozier, and Arvolee Patterson, payable in monthly installments as follows: On the 27th day of March, 1967, the sum of One Hundred (\$100.00) dollars, and thereafter the sum of One Hundred (\$100.00) dollars on the 27th day of each succeeding month, until said note is paid in full; said monthly payments shall be applied, first, to the payment of interest at the rate of 6% per annum on the unpaid balance, and secondly, the balance of said \$100.00 monthly payment shall be applied to principal. Privilege is reserved of paying any number of said monthly payments or this note may be paid in full on any paying date,

Said note bears interest at the rate of 6% per annum, interest payable monthly,

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. we, Mae Charles Brown, James D. Dozier, and Arvolee Patterson,

have this day bargained and sold, and do hereby transfer and convey unto the said

Dr. Phillip Nicholas and wife, Violey May Nicholas,

their (XXXXXXX), *heirs and assigns,*

certain real estate in Davidson County, Tennessee, as follows:

Being the southerly part of lot No. 219 and the rear half of lot No. 220 on the plan of Thomas Harding's Second Addition to Nashville, as of record in Book 21, page 58, Register's Office for said County. Said part of lot No. 219 is described as follows: Beginning at the northeast corner of 16th Avenue North, formerly Park Street and the first alley south of Jefferson Street, being the southwest corner of lot No. 219; thence with the easterly margin of said Avenue, northerly 131-1/2 feet; thence at right angles easterly 50 feet to the line between lots Nos. 219 and 220; thence with said line southerly 131-1/2 feet to the northerly margin of said alley; thence with the northerly margin of said alley westerly 50 feet to the beginning.

Said part of lot No. 220 fronts 50 feet on the first alley south of Jefferson Street and extends northerly between parallel lines, 121 feet, more or less, to the dividing line between the front half and the rear half of said lot.

Included in the above description but excluded therefrom is that part of said property conveyed to Daniel Dozier by deed from Eunice Dozier, of record in Book 840, page 614, said Register's Office, described as follows:

Being the southerly 57 feet of lots Nos. 219 and 220 on the Plan of Thos. Harding's Second Addition to Nashville, as of record in Book 21, page 58, Register's Office for said County.

Said part of lots Nos. 219 and 220 front 57 feet on the easterly side of 16th Avenue North, formerly Park Street, and runs back between parallel lines with the northerly margin of an alley 100 feet to a dead line.

[redacted]

Said property was devised to James D.Dozier, Arvolee E. Dozier Patterson, and Mae Charles Dozier Brown ~~Patterson~~, by will of Eunice Dozier, deceased, of record in Will Book 81, page 375, County Court for said County.

STATE TAX $ 13.50
PROBATE .50
TOTAL $ 14.00

MAR 16 1967

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
PAID MAR 16 1967 W & E

STATE TAX $ 4.00
PROBATE .50
TOTAL $ 4.50

MAR 16 1967

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
PAID MAR 16 1967 W & E

( ) This is improved (X) property, known as 1034 16th Avenue North, Nashville, Tenn., 37208.
(House Number) (Street) 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 Dr. Phillip Nicholas and wife, Violet May Nicholas, their (~~successors~~), *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.,* except 1967 taxes, which are assumed by the purchasers.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Dr. Phillip Nicholas and wife, Violet Mae Nicholas, their (~~successors~~), *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 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 Dr. Phillip Nicholas and wife, Violet Mae Nicholas, *hereinafter referred to as trustors, hereby transfer and convey unto* Harry G. Nichol, Jr., *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 $ 6,000.00 *, 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 27th *day of* February, *19*67.

James D. Dozier.

Arvolee E. Dozier Patterson.

Mae Charles Dozier Brown.

Dr. Phillip Nicholas,

Violet Mae Nicholas.

This deed prepared by:
Harry G. Nichol, Atty.
200 Union Street,
Nashville, Tenn., 37201.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, [illegible] *a Notary Public in and for said County and State,* Dr. Phillip Nicholas and wife, Violet Mae Nicholas,

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, Davidson County, *Tennessee, this* 16th *day of* March, *19* 67.

Commission expires [illegible] *Notary Public*

STATE OF New York

COUNTY OF .....

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

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

Witness my hand and official seal at New York, New York, ...

this MAR 3 - 1967 *day of* ....., *19* 67.

PHILLIP ZIMMERMAN
Notary Public, State of New York
No. 31-9804600
Qualified In New York County
Filed with New York County Clerk
Commission Expires March 30, 1968

Commission expires ..... *Notary Public*

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, ..., *a Notary Public of the State and County aforesaid, personally appeared* ....., *with whom I am personally acquainted, and who, upon oath, acknowledged* ..... *self to be* ..... *of the* ....., *the within named bargainor, a corporation, and that* ..... *he as such* ....., *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporatoin by* ..... *self as* .....

Witness my hand and seal, at office in .....,
this ..... *day of* ....., *19* .....

..... *Notary Public*

Commission expires .....

STATE OF FLORIDA)
COUNTY OF DADE)

Personally appeared before me, Mae Charles Dozier Brown a Notary Public in and for said County and State, the within named Mae Charles Dozier Brown, the within named bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Miami, Florida, this 28 day of February, 1967.

NOTARY PUBLIC, STATE of FLORIDA at LARGE
MY COMMISSION EXPIRES MAY 30, 1970
ISSUED BY NOTARY PUBLIC ASSOC. OF FLA.

My com. expires: .....

Notary Public.

x x x x

STATE OF VIRGINIA)
COUNTY OF NORFOLK)

Personally appeared before me, NANCY T. BRIDGER, JR. a Notary Public in and for said County and State, the within named Arvelee E. sDozier Patterson , the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Norfolk, Virginia this 6th day of March, 1967.

Notary Public.

My com. expires: .....

INSTALLMENT DEED

FROM
JAMES D. DOZIER ET AL.

TO
DR. PHILLIP NICHOLAS ET UX.

64236

REGISTER

RECORDED 12 38 P.M. 1967
Book 1116 Page 77
FEE $ 2.25
DEP. REG. .....

Compliments of
Guaranty Title Company
A Division of
Kansas City Title Insurance Company
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE