Installment Deed BOOK 4160 PAGE 783

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP, PARCEL NUMBERS
Dr. Narciso H. Saavedra (NAME:)	Dr. Narciso H. Saavedra (NAME:)	Map 82-12
2515 Jenkins Street (STREET ADDRESS OR ROUTE NUMBER)	2515 Jenkins Street (STREET ADDRESS)	Par. 84-236-237
Nashville, Tennessee (CITY) (P. O. ZONE) (STATE)	Nashville, Tennessee 37208 (CITY) (ZONE) (STATE)	86 thru 89 PW

FOR AND IN CONSIDERATION of the sum of FORTY-THREE THOUSAND & NO/100THS ($43,000.00) *Dollars,*

of which SEVEN HUNDRED FIFTY & NO/100THS ($750.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder FORTY-TWO THOUSAND, TWO HUNDRED FIFTY ($42,250.00) *Dollars,*

Narciso H. Saavedra

has executed

a note of even date herewith for forty-thousand, eight hundred fifty ($40,850.00) dollars, payable to the order of Nat D. Weise and wife, Hattie Mai Weise in two hundred forty (240) monthly payments of two hundred ninety-two and 67/100ths ($292.67) dollars each; said payments shall be applied first to interest on the outstanding principal at the rate of six (6%) per cent and the balance credited to the unpaid principal, the first payment being due one month after the date of this deed and monthly thereafter. The above described is a first lien on the property hereafter described. In addition thereto, the said Narciso H. Saavedra has executed his promissory note for one thousand four hundred ($1,400.00) dollars payable to the order of Edwin B. Raskin*

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, Nat D. Weise and wife, Hattie Mai Weise

have this day bargained and sold, and do hereby transfer and convey unto the said Narciso H. Saavedra

his *(successors), heirs and assigns,*

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

Tract I: Being part of Lot No. 21 on the Map of the Subdivision of the Home Block of Neill S. Brown, of record in Book 2, Page 100, of the Chancery Court at Nashville, and described as follows:
Beginning at a point in the easterly margin of Neill Avenue, which is 145 feet north of the north margin of Ramsey Avenue, formerly Georgia Street; thence easterly, parallel to the north margin of said Street, 205 feet to a point; thence northerly, parallel to the easterly margin of Neill Avenue, and partly along the alley, 45 feet to a point; thence westerly, 205 feet to the easterly margin of Neill Avenue; thence with the margin of the same, southerly 45 feet to the point of beginning.

Tract II: Being part of Lot No. 21 on the Subdivision of the Home Block of Neill S. Brown, of record in Book 2, Page 100 of the Chancery Court at Nashville, and described as follows:
Beginning at a point in the northerly margin of Ramsey Avenue, formerly Georgia Street, 41 feet east of the northeast corner of said Street, and Neill Avenue; thence with said Avenue, easterly 164 feet to a point; thence northerly, parallel to the westerly margin of South 9th Street, 145 feet; thence westerly, parallel to Ramsey Street, 164 feet to a point 41 feet east of Neill Avenue; thence southerly parallel to Neill Avenue, 145 feet to the beginning.

*and Frank Ghertner with six (6%) per cent interest and payable on or before December 31, 1967. This note shall be a second lien on the property herein described.

Tract III: Being Lot No. 40 and the southerly part of Lot No. 41 on the Map of D.D. Philips Silverdene Park, as of record in Book 421, Page 31 and described as follows:
Beginning on the easterly margin of McFerrin Avenue; at the corner of Lots Nos. 39 and 40, thence northeasterly, with the line between said two lots, 257 feet to an alley; thence northwesterly with the rear line of Lots Nos. 40 and 41, 75 feet 10 inches to the southerly line of the old S.A. Handley property; thence westerly with same, and the northerly line of Lot 41, 9 feet to the northeast corner of the property conveyed by C.H. Rutherford and wife, to J.P. Tompkins and wife, by deed of record in Book 489, Page 13, said Register's Office; thence southerly with Tompkins' easterly line, 13 feet; thence westerly, with his southerly line, 170 feet to the easterly margin of McFerrin Avenue; thence southerly with same, 150 feet to the beginning.
Being the same real property conveyed to Nat D. Weise and wife, Hattie Mai Weise, by deed from Edwin B. Raskin and wife, of record in Book 2451, Page 77, said Register's Office.

It is stipulated and agreed that Edwin B. Raskin Company will collect the rents on the above described property and out of the proceeds pay to the conveyors herein the monthly lien payments as provided for in the note above described.
It is further agreed that out of any surplus rents or such additional funds as may be necessary to be paid by the conveyee, the said Edwin B. Raskin shall hold an escrow fund to pay the real estate taxes and insurance on said property.
The failure to comply with these provisions by the conveyee will authorize the holder of the note to declare the unpaid balance of the note due and payable.

unimproved ( )
This is improved (X) property, known as ..... Nashville, Tennessee
(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 Narciso H. Saavedra *his* ..... *(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 for 1967 which are assumed by the conveyee.

We *further covenant and bind* ourselves - our ..... *heirs and representatives, to warrant and forever defend the title to said real estate to said* Narciso H. Saavedra *his* ..... *(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 Narciso H. Saavedra ..... *hereinafter referred to as trustors, hereby transfer and convey unto* Elkin Garfinkle *, 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 $ insurable value *, 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 10 *day of* August, *19* 67

This instrument prepared by:
Elkin Garfinkle
Stahlman Building
Nashville, Tennessee 37201

Nat D Weise

Hattie Mai Weise

Narciso H. Saavedra

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, C. Allen High, *a Notary Public in and for said County and State,* Nat D. Weise, Hattie Mai Weise and Narciso H. Saavedra

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* 10 *day of* August, *19* 67

C Allen High
Notary Public

Commission expires 8-10-69

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

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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, ...*, 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 corporation by .....self as.....

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

.....*Notary Public*

Commission expires.....

83630

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

STATE TAX $ 64.50
PROBATE .50
TOTAL $ 65.00

AUG 11 10 53 AM '67
RECORDED 1716 PAGE 108
RECORDING FEE $ 6.00
DEP. REG. M

AUG 11 1967
R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
PAID AUG 11 1967

STATE TAX $ 40.25
PROBATE .50
TOTAL $ 40.75

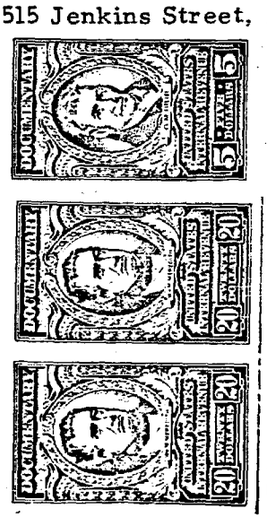
AUG 11 1967
R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
PAID AUG 11 1967

Please mail to: Dr. Narciso H. Saavedra, 2515 Jenkins Street, Nashville, Tenn. 37208

INSTALLMENT DEED

FROM
NAT D. WEISE, ET UX

TO
NARCISO H. SAAVEDRA



Office of
TLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE