Send Tax Bill to:
Mr & Mrs. James T. Harris
1222 Kirkland Avenue
~~Nashville, Tennessee~~

BOOK 4173 PAGE 158

Map 140
Par. 14.4-14.5

INSTALLMENT DEED

Mo

For and in Consideration of the sum of - - - - - - - - - - FIVE THOUSAND FIVE HUNDRED & NO/100 ($5,500.00) - Dollars, of which TWO THOUSAND & NO/100 ($2000.00) - - - - - - - - - - - - - - - - Dollars, has been paid in cash by James T. Harris and wife, Johnnie B. Harris the receipt of which is hereby acknowledged, and for the remainder - - - - - - - - - - - - - THREE THOUSAND FIVE HUNDRED & NO/100 ($3,500.00) - - - - - - - - - - Dollars, the said James T. Harris and wife, Johnnie B. Harris have executed their promissory note in the principal sum of $3500.00, of even date herewith, which said note is payable, to the order of Norman Greenberg and wife, Gilda M. Greenberg; said note provides for the payment of attorney's fees, if placed in the hands of an attorney for collection. Said note being payable in monthly installments of $106.51 each, including interest at the rate of 6% per annum on the unpaid principal balance. Monthly payments are to be applied, first, to the payment of interest on the principal, or so much thereof as shall from time to time remain unpaid, and the balance to be applied to payment of principal, until the entire amount is paid in full. The first payment of $106.51 is due and payable on October 1, 1967, and thereafter on or before the 18th day of each succeeding month until full payment is made.

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, we, Norman Greenberg and wife, Gilda M. Greenberg, have this day bargained and sold, and do hereby transfer and convey unto the said James T. Harris & wife, Johnnie B. Harris, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

TRACT I: Land in the 9th Civ81 District of Davidson County, Tennessee, and described according to a survey made by Steve Draper, March 26, 1963, revised January 7, 1964, as follows:

BEGINNING in the center of McCrory Lane at the southeazt corner of the property conveyed to J. W. Owen and wife, by deed from G. T. Developers, Inc., as of record in Book 3762, page 524, Register's Office; thence with Owen's easterly line North 42 deg. East 831 feet to an iron pin in fence corner, Sallie Hutton Brown's westerly line; thence with her westerly line, South 6 deg. 15' West 390 feet to an iron pin; thence South 42 deg. west 512 feet to the center of said ~~Lane~~, thence with the center of said Lane; ~~thence with the center of~~ said Lane, North 50 deg, west 225 feet to the beginning, containing 3.54 acres, more or less.

TRACT II: Land in the 9th Civil District of Davidson County, Tennessee, and described according to a survey made by Steve Draper, March 26, 1963, revised Jan. 7, 1964, as follows:

BEGINNING in the center of McCrory Lane, at a point South 50 deg. East 225 feet from the southeast corner of the property conveyed to J. W. Owen and wife, by deed from G. T. Developers, Inc., as of record in Book 3762, page 524, Register's Office; thence North 42 deg. East 512 feet to an iron pin, Sallie Hutton Brown's westerly line; thence with her westerly line, South 6 deg, 15' west 404.4 feet to a marked cedar; thence south 36 deg. west 175 feet to the center of McCrory Lane; thence with the center of said Lane, North 45 deg. 50 feet West west 50 feet and north 50 deg. 215 feet to the beginning, containing 2 acres, more or less.

BEING the same property conveyed to Norman Greenberg and wife, Gilda Greenberg by deed from I. W. Wallace and wife, Nelle Elizabeth Wallace, of record in Book 3898, page 250, Register's Office for Davidson County, Tennessee.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said James T. Harris and wife, Johnnie B. Harris, 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, except for current taxes which are prorated this date and assumed by the grantees herein. We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said James T. Harris and wife, Johnnie B. Harris, 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, , the said James T. Harris and wife, Johnnie B. Harris do hereby transfer and convey unto George Giffe, 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 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 $ 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 James T. Harris and wife, Johnnie B. Harris 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 James T. Harris and wife, Johnnie B. Harris 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 George Giffe, 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 Norman Greenberg and wife, Gilda M. Greenberg and James T. Harris and wife, Johnnie B. Harris hereunto set our hands at Nashville, Tennessee, this the 14 day of September 1967.

Norman Greenberg
Gilda M. Greenberg
James T. Harris
Johnnie B. Harris

This Instrument Was Prepared By
Morris Levine
MORRIS LEVINE, Attorney-at-Law
200 Baxter Bldg., Nashville, Tn

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Morris Levine, a Notary Public in and for said County and State, the within named Norman Greenberg and wife, Gilda M. Greenberg, James T. Harris and wife, Johnnie B. Harris

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 14 day of September, 1967.

Commission Expires Nov 24, 1970

Morris Levine, 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 }

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Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____ with whom I am personally acquainted and who upon (his oath / their several oaths) acknowledged (himself / themselves) to be the _____ and _____ respectively of the _____ the within named bargainor, a corporation, and that (he / they) as such _____ and _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said _____ as such _____, and attesting the same by the said _____ as such _____

Witness my hand and official seal at office at _____ on this the _____ day of _____, 19____.

My commission expires _____

_____
Notary Public

STATE TAX $ 8.25
PROBATE .50
TOTAL $ 8.75

SEP 22 1967

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

PAID SEP 22 1967 mk

STATE TAX $ 1.50
PROBATE .50
TOTAL $ 2.00

SEP 22 1967

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

PAID SEP 22 1967 mk

INSTALLMENT DEED

FROM

NORMAN GREENBERG, ET UX

TO

JAMES T. HARRIS, ET UX

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

89282

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

SEP 22 9 54 AM '67
NOTED BOOK 116 PAGE 365
RECORDING FEE $ 6.00
DEP. REG. _____

