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This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD - 4

FROM

Louis Komisar and Max Komisar

Co-Trustees

TO

Andrew Holmes, unmarried

For draftsman's use

BOOK 4268 PAGE 946

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Andrew Holmes (NAME)	Andrew Holmes (NAME)	Map 92-8
1504 Jo Johnson Street (STREET ADDRESS OR ROUTE NUMBER)	1504 Jo Johnson Street (STREET ADDRESS)	Parcel #34
Nashville, Tennessee (CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee 37203 (CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 17,500.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 1st DAY OF August 19 68

Notary Public

MY COMMISSION EXPIRES: 4-21-71

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of $17,500.00

Seventeen Thousand Five Hundred and no/100 DOLLARS

of which $ 2,500.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees has executed his one promissory note of even date herewith payable to the order of Louis Komisar and Max Komisar, Co-Trustees for the principal sum of Fifteen Thousand and no/100 ($15,000.00) payable as follows; On the 1st. day of September, 1968, the sum of $178.05 and thereafter a like amount on the 1st. day of each succeeding month thereafter until paid in full. Said payments to be applied first to the payment of interest at the rate of 7½% per annum, on the principal sum or so much as shall from time to time remain unpaid, and the balance to be applied to the payment of the principal sum, until the entire amount, both principal and interest has been paid in full.

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

Louis Komisar and Max Komisar, Co-Trustees

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

Andrew Holmes, unmarried

herein called grantees, his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being part of Lot No. 134 on the Plan of Judge John McNairy's Mansion House Tract, as of record on the front fly leaf of Book No. 9, Register's Office for said County, described as follows:

BEGINNING on the northerly margin of Jo Johnson Avenue, formerly Line Street, 120 feet east of the easterly margin of 16th. Avenue North, formerly Park Street; thence with the northerly margin of Jo Johnson Avenue Avenue, eastwardly 60 feet to the westerly margin of an alley; thence with said alley northwardly 177 feet to the southerly margin of another alley; thence with the last mentioned alley, westwardly 60 feet; thence southwardly 177 feet to the beginning.

Being part of the same property conveyed to Louis Komisar and Max Komisar, as Trustees, by deed from Eva Komisar and Louis Komisar, as liquidating Trustees of K Realty Company, Inc. of record in Book 2797, Page 375, and as corrected by deed of correction from Eva Komisar of record in Book 2991, Page 247, said Register's Office.

This is (unimproved ( ) improved (X)) property, known as 1504 Jo Johnson Street, Nashville, Tennessee 37203
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

This instrument prepared by
Attorneys Title Co., Inc.
L & C Tower, Nashville, Tenn.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, 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 taxes.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said real estate to said grantees, 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 grantees herein do hereby transfer and convey unto Charles Hampton White 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 grantees 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 $ Insurable Value 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 interest 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 we 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 herein, the same to bear interest from the date of such payment. Now, if we, the said grantees, 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 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 advise 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 the grantees herein, their heirs, 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 the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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 grantors and grantees, have hereunto set our hands this the 1st day of August 19 68.

Louis Komisar, Co-Trustee

Andrew Holmes

Max Komisar, Co-Trustee

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Ben Caillouette, a Notary Public in and for said County and State, the within named Louis Komisar and Max Komisar, Co-Trustees and Andrew Holmes, unmarried 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, Tennessee, this 16th day of August, 19 68.

Ben Caillouette Notary Public.

Commission expires 4-21-71

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, , a Notary Public in the State and County aforesaid, personally appeared , with whom I am personally acquainted, and who, upon oath, acknowledged self to , 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 singing the name of the corporation by , and

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

, Notary Public.

Commission expires .

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TENN.
SEP 17 9 04 AM '68
IDENTIF. REFERENCE

CONV 17,500.00
SLF 17 68 TAX A* 45.50
SEP 17 68 MORT'G 15,000.00
SEP 17 68 TAX A* 13.00
SEP 17 68 PR'FEE A* .50
SLF 17 68 W'DEED A* 3.00 * 62.00

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