Prepared by Alan Satterfield
Pat Penny Title & Trust Inc

BOOK 1506 PAGE 441

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Harold Kornman, et al	same	93-15-129
(NAME)	(NAME)	93-15-217
605 Clematis		93-14 552
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	105-6-318
Nashville, TN 37205		105-6-319
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	82-13-352
		82-13-353
	81-8-322	82-13-354
	105-16-187	82-13-355

FOR AND IN CONSIDERATION of the sum of Four Hundred Twenty-Five Thousand and No one-hundredths ($425,000.00) Dollars, of which Sixty Thousand and No one-hundredths ($60,000.00) Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder sum of Three Hundred Sixty-Five Thousand and No one-hundredths ($365,000.00) Dollars, JULIE ANN APARTMENTS, a partnership composed of Jacob S. Kornman, Joan O. Kornman, Harold Kornman, Ruth C. Kornman, Joan O. Kornman-- Trustee for Julie Alyse Kornman, Joan O. Kornman--Trustee for David Samuel Kornman, Ruth C. Kornman--Trustee for Sherryl Ann Kornman, Ruth C. Kornman--Trustee Gayle Hollie Kornman, Ruth C. Kornman--Trustee for Alan Scott Kornman, hereinafter called JULIE ANN APARTMENTS; TRUST FOR SHERRYL ANN KORNMAN, Jacob S. Kornman, Trustee; TRUST FOR GAYLE HOLLIE KORNMAN, Harold Kornman, Trustee; and TRUST FOR PAUL GARY KORNMAN, Jacob S. Kornman, Trustee have executed their promissory note bearing even date herewith payable to the order of JOE KORNMAN AND WIFE, ANN G. KORNMAN, payable as follows:

On the First day of July , 1971, the sum of Two Thousand Five Hundred ($2,500.00)---------- Dollars, and thereafter 200 monthly installments each for a like amount on the First day of each succeeding month thereafter, which payments shall include principal and interest at the rate of Four (4%) percent per annum to be applied first to the payment of interest and the remainder to the principal until said sum and interest have been paid in full,

RECORDER'S MEMO: Writing, Typing or Unsatisfactory Copy

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,

JOE KORNMAN AND WIFE, ANN G. KORNMAN

have this day bargained and sold, and do hereby transfer and convey unto the said JULIE ANN APARTMENTS, a partnership as hereinabove set forth, an undivided 80% interest; TRUST FOR PAUL GARY KORNMAN, Jacob S. Kornman, Trustee, an undivided 10% interest; TRUST FOR SHERRYL ANN KORNMAN, Ruth C. Kornman, Trustee, an undivided 5% interest; TRUST FOR GAYLE HOLLIE KORNMAN, Ruth C. Kornman, Trustee, an undivided 5% interest, hereinafter collectively called GRANTEES, their heirs, successors, and assigns, certain parcels of real estate all situate in Davidson County, Tennessee, as follows:

TRACT NO. 1 : Being part of the Turner Subdivision as recorded in plat Book 547, page 37, Register's Office, Davidson County, Tennessee, described as follows:

BEGINNING at a point in the southwesterly right-of-way of Nolensville Road as widened in 1958, said point being the northwest corner of the Billy Ray Bowers and Bobby Pugh property as recorded in book 3909, page 732, and being 2.50 feet, South 45° 36' East of the line between Lots No. 53 and 54 in the Turner Subdivision; thence with said road North 45° 36' West, 514.14 feet to the beginning of a curve to the right; thence with said curve, having a radius of 4344 feet, 445.00 feet more or less to a point in the east corner of the Kornman Investment Company property; thence with the Company's southeast line, leaving Nolensville Road, South 54° West, 210.00 feet more or less to the Company's southwest corner and the East right-of-way of the Louisville and Nashville Railroad (formerly the Tennessee Central Railroad); thence with said right-of-way South 19° 30' West, 38.00 feet; South 18° West, 190.00 feet; South 16° 40' West, 100.00 feet; South 13° West, 165.00

STATE OF TENNESSEE, COUNTY OF DAVIDSON

The actual consideration or value whichever is greater for this transfer is $ 425,000.00

Subscribed and sworn to before me, this the 31 day of March 1971

X Harold Kornman
Affiant

My commission expires 2-4-75

Alan D. Satterfield
Notary Public

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

feet; and South 8° 30' West, 493.00 feet to the wouthwest corner of this tract; thence leaving said right-of-way and running with the North margin of an alley, South 86° East, 1122.10 feet to the southeast corner of this tract; thence leaving said alley North 4° East 86.30 feet to a point in the southerly line of the Earl Shacklett property; thence with said line North 45° 36' West, 175.15 feet to Shacklett's southwest corner; thence with Shacklett's northwest line North 44° 24' East, 89.00 feet to a point in the southerly line of the Bowers and Pugh property, Shacklett's northwest corner; thence North 45° 36' West, 151.75 feet to the Bowers and Pugh southwest corner; thence with the Bowers and Pugh northwest line, North 44° 24' East, 146.00 feet more or less to the point and place of BEGINNING.

Being part of the same property conveyed to Joe Kornman and wife Ann G. Kornman by deed from B. H. McFarlin and wife, of record in book 1851, page 86, Register's Office, Davidson County, Tennessee, the closing of streets and alleys in the Turner Subdivision of record in book 2090, page 223, of said Register's Office, and the property conveyed to Joe Kornman and Ann G. Kornman by deed from Billy Ray Bowers and Bobby Pugh, of record in book 3923, page 263, of said Register's Office.

The above-described property is subject to the following easements: (1) Easement for power transmission lines as recorded in book 1163, page 267, Register's Office for said County; easement for right-of-way of T. V. A. as recorded in book 1153, page 532; easement to the City of Nashville for a water line; easement to the Metropolitan Government of Nashville for a sewer line, project No. 62-S-72, with privilege of free taps to said sewer where necessary to serve said property.

TRACT NO. 2: Being Lot No. 77 and the northerly 7.00 feet of Lot No. 78 on Paul's Elysian Grove Plan of Lots, as of record in plan book 1, page 134, Chancery Court at Nashville, described as follows:

BEGINNING at the southeast corner of Fourth Avenue, South, formerly Cherry Street, and McCann, formerly Petway, Street; thence with the easterly margin of said Avenue southerly 57.00 feet; thence easterly parallel with McCann Street 136.00 feet, more or less, to the westerly margin of an alley; thence with said alley northerly 57.00 feet to the southerly margin of said Street; thence with the southerly margin of said Street, westerly 136.00 feet, more or less, to the point and place of BEGINNING.

Being part of the property conveyed to Joe Kornman and wife Ann G. Kornman by deed from Sara B. Corbett of record in book 1194, page 277, Register's Office for Davidson County, Tennessee.

TRACT NO. 3: Being the southerly 40.00 feet of Lot No. 109 on the plan of Barrow Grove, as of record in Book "S", page 279, Register's Office for said County.

Said part of Lot No. 109 fronts 40.00 feet on the easterly side of Sixth Avenue, South, formerly High Street, and runs back between parallel lines 210.00 feet to an alley.

Being part of the property conveyed to Joe Kornman and wife Ann G. Kornman by deed from Sara B. Corbett of record in Book 1194, page 277, Register's Office for said County.

TRACT NO. 4: Being Lot No. 17 and the northerly 2.00 feet of Lot No. 16 on the Plan of James P. Clark Heirs' Subdivision of Lots Nos. 106, 107, and 108 of the Barrow Grove Plan as of record in

plan book 1, page 98, Chancery Court at Nashville.

Said part of Lot No. 16 and all of Lot No. 17 front together 40.25 feet on the easterly side of Sixth Avenue, South, formerly High Street, and run back between parallel lines, 210.00 feet to an alley.

Being the same property conveyed to Joe Kornman and wife Ann G. Kornman by deed from Hubert McAdoo and wife, Beatrice F. McAdoo of record in book 3906, page 283, Register's Office for Davidson County, Tennessee.

TRACT NO. 5. Being Lot No. 20 in W. S. Settle's Subdivision of Lots Nos. 249 to 277 in the North Nashville Real Estate Company's Plan as of record in book 57, page 71, Register's Office for Davidson County, Tennessee.

Said Lot No. 20 fronts 50.00 feet on the northeasterly side of Delta Street, formerly Hamburg Street, and runs back with the southerly margin of Central Avenue 233.00 feet on the northerly line and 216.00 feet 5.50 inches on the southerly line to the westerly margin of Jenkins Street, measuring 47.00 feet 2.00 inches thereon.

Being the same property conveyed to Joe C. Kornman and wife Ann G. Kornman by deed from Phil Cohen and wife Sara K. Cohen and Gilbert Lee Cohen of record in book 4242, page 801, Register's Office for Davidson County, Tennessee.

TRACT NO. 6: Being the westerly one-half of Lot No. 27 and all of lot No. 28 on the Plan of the Moore Property as of record in book 137, page 91, Register's Office for Davidson County, Tennessee.

According to a survey made by John M. Sullivan, Civil Engineer, April-May 1956, said Lot No. 28 and part of Lot No. 27 front together 162.40 feet on the northerly side of Moore Avenue and extend back 148.30 feet on the easterly line and 149.50 feet on the westerly line with the easterly right-of-way line of the Louisville and Nashville Railroad to a dead line, measuring 181.40 feet thereon, containing 0.5852 of an acre, more or less.

Being part of the property conveyed to Joe Kornman and wife Ann G. Kornman by deed from L. A. Green Corporation, a Tennessee corporation, of record in book 2928, page 497, Register's Office for Davidson County, Tennessee.

TRACT NO. 7: Land in Davidson County, Tennessee, being part of Lot No. 27 in Balch and Whiteside's Addition to Nashville, Tennessee, a plan of which is of record in Minute Book "D", page 734, Circuit Court for said County, described as follows:

BEGINNING on the westerly margin of Second Avenue, North, formerly Market Street at the northeast corner of said Lot No. 27; thence southerly, with the westerly margin of said Avenue, southwardly 25.00 feet to W. A. Rawls' northeast corner; thence with Rawls' northerly line, westwardly 144.00 feet 6.00 inches; thence at right angles, northwardly and parallel with said Second Avenue, North, 25.00 feet to the line between Lots No. 27 and 28 on said plan; thence with said line, eastwardly 144.00 feet 6.00 inches to the BEGINNING.

Being the same property conveyed to Joe Kornman and wife Ann G. Kornman by deed from Victor Coode and wife Ida M. Coode of record in book 2634, page 521, Register's Office for Davidson County, Tennessee.

"TRACT NO. 8 - 1005 Second Avenue North:

"Land in Davidson County, Tennessee, being a part of Lot No. 27 on the Map of Balch & Whiteside's Addition, as of record in Minute Book "D", page 734, of the Circuit Court of Davidson County, Tennessee, and described as follows:
Beginning at a point in the westerly margin of Second Avenue, North, formerly Market Street, at the northeast corner of a part of said lot conveyed to H. Meier by deed of record in Book 755, page 360, of the Register's Office for said County; thence with Meier's northerly line westwardly 144.5 feet, more or less, to a point, Meier's northwest corner; thence northerly and parallel with the westerly margin of Second Avenue, North, 35 feet to a point the southwest corner of a part of said lot conveyed to W. A. Rawls by deed of record in Book 509, page 454, said Register's Office; thence with Rawls' southerly line 144.5 feet to a point in the westerly margin of Second Avenue, North, Rawls' southeast corner; thence southerly with the westerly margin of Second Avenue, North, 35 feet to the point of beginning.
Being part of same property conveyed to Joe Kornman and wife, Ann G. Kornman by deed from J. C. Dale, Jr., Clerk and Master, and Sam Garfinkle as of record in Book 1196, page 440, said Register's Office for Davidson County, Tennessee.

"TRACT NO. 9 - 1007 Second Avenue North:

"Land in Davidson County, Tennessee, being a part of Lot No. 27 on the Map of Balch & Whiteside's Addition, as of record in Minute Book "D", page 734, of the Circuit Court of Davidson County, Tennessee, and described as follows:
Beginning at a point in the westerly margin of Second Avenue, North, formerly Market Street, the northeast corner of a part of said lot conveyed to W. A. Rawls by deeds of record in Book 401, page 82, and Book 487, page 8, said Register's Office; thence with Rawls' northerly line westwardly 144.5 feet, more or less, to a point, Rawls' northwest corner; thence northerly and parallel with the westerly margin of Second Avenue, North 30 feet to a point, the Southwest corner of a part of said lot conveyed to Theo W. Eckhardt, by deed of record in Book 650, page 197, said Register's Office; thence eastwardly with Eckhardt's southerly line 144.5 feet, more or less, to a point in the westerly margin of Second Avenue, North, Eckhardt's southeast corner; thence southerly with the westerly margin of Second Avenue, North, 30 feet to the point of beginning.
Being part of same property conveyed to Joe Kornman and wife, Ann G. Kornman by deed from J. C. Dale, Jr., Clerk and Master, and Sam Garfinkle as of record in Book 1196, page 440, Said Register's Office for Davidson County, Tennessee.

"TRACT NO. 10 - 1011 Second Avenue North:

"Land in Davidson County, Tennessee, being a part of Lot No. 28 on the Map of Balch & Whiteside's

Addition, as of record in Minute Book "D", page 754, of the Circuit Court of Davidson County, Tennessee, and described as follows: Beginning at a point in the westerly margin of Second Avenue, North, formerly Market Street, the southeast corner of a part of said Lot conveyed to D. F. Reardon, et al, by deed of record in Book 670, page 184, of the said Register's Office; thence westwardly with Reardon's southerly line 144.5 feet, more or less, to a point; thence southerly and parallel with the westerly margin of Second Avenue North, 45 feet to a point, the northwest corner of the property conveyed to Theo. W. Eckhardt by deed of record in Book 660, page 197, said Register's Office; thence with Eckhardt's northerly line eastwardly 144.5 feet more or less to a point in the westerly margin of Second Avenue, North, Eckhardt's northeast corner; thence northerly with the westerly margin of Second Avenue, North, 45 feet to the point of beginning.

Being part of same property conveyed to Joe Kornman and wife, Ann G. Kornman by deed from J. C. Dale, Jr., Clerk and Master, and Sam Garfinkle as of record in Book 1196, page 440, said Register's office for Davidson County, Tennessee

unimproved ( )
This is improved ( ) property, known as ..... (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 GRANTEES *(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 uncncumbered.*

we *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* GRANTEES *(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 GRANTEES *hereinafter referred to as trustors, hereby transfer and convey unto* Alan L. Saturn, *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 $....., 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

Legibility of Writing or Printing in This Document when Received.

expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be paid 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 31st day of May, 1971

Joe Kornman
Joe Kornman

Ann G. Kornman
Ann G. Kornman

Jacob S. Kornman
Jacob S. Kornman

Joan O. Kornman
Joan O. Kornman

Harold Kornman
Harold Kornman

Ruth C. Kornman
Ruth C. Kornman

Joan O. Kornman, Trustee for Julie Alyse Kornman, David Samuel Kornman

Ruth C. Kornman, Trustee for Sherryl Ann Kornman, Gayle Hollie Kornman, & Alan Scott Kornman.

TRUST FOR PAUL GARY KORNMAN

TRUST FOR SHERRYL ANN KORNMAN

H.K. Harold Kornman, Trustee
TRUST FOR GAYLE HOLLIE KORNMAN

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Alan D. Saturn, *a Notary Public in and for said County and State,* Joe Kornman, Ann G. Kornman, Harold Kornman, and Ruth C. Kornman, an idividual, and as Trustee for Sherryl Ann Kornman, Gayle Hollie Kornman, Alan Scott Kornman, Trust for Gayle Hollie Kornman, Trust for Sherryl Ann Kornman, *the within named bargainor....., 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* 31 *day of* May, *19* 71

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Alan D. Saturn
Notary Public

Commission Expires 2-4-75

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Alan 2. Saturn, *a Notary Public in and for said County and State,* Jacob S. Kornman, Joan O. Kornman, an individual, and Trustee for Julie Alyse Kornman and David Samuel Kornman; Jacob S. Kornman, as Trustee for the Trust for Paul Gary Kornman ~~and Joan O. Kornman~~ they *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 Nashville, Tennessee, *this* 31 *day of* May, *19* 71.

Alan 2. Saturn *Notary Public*

Commission expires 2-4-75

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.....

JUN-11 71	CONV	*	425,000.00	
JUN-11 71	MORT'G	*	365,000.00	
JUN-11 71	S'TAX		A* 1,105.00	
JUN-11 71	S'TAX		A* 363.00	
JUN-11 71	PR'FEE		A* .50	
JUN-11 71	W'DEED		A* 10.50	* 1,479.00

INSTALLMENT DEED

FROM

Joe Kornman and wife, Ann G.

TO

Julie Ann Apartments et al

B 16836

IDENTIF. REFERENCE

JUN 1 12 05 PM '71

FELIX E. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Alan Saturn

DO NOT PUNCH

Compliments of

GUARANTY TITLE

Office of

CHICAGO TITLE INSURANCE COMPANY

American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE