NOTE

MAP 81-11-540
3W-07040 & 92-4-154

Par. 2-W-24727 & 2W-24730

MAIL DEED To Jessie C Smith 1813-25th AVE No

INSTALLMENT DEED

BOOK 4642 PAGE 18

For and in Consideration of the sum of Ten Thousand---------

--------($10,000.00)---------- Dollars,

of which Five Hundred--------($500.00)-------- Dollars,

has been paid in cash by Jessie C. Smith

the receipt of which is hereby acknowledged, and for the remainder Nine Thousand Five

Hundred----------($9,500.00)------- Dollars,

the said Jessie C. Smith has

executed and delivered her single promissory real estate lien note in said amount payable at the rate of $125.00 per month beginning October 14, 1972 with interest at 7% per annum on the unpaid principal balance to be first deducted and the balance applied to principal. Said note is payable to the order of Eva R. Garfinkle.

Address new Owner: Jessie C. Smith, 1813-25th Ave. No., Nashville, Tenn. Send tax bills to same address.

I hereby swear or affirm that the actual consideration or true value for this transfer, whichever is greater, is $10,000.00 Affiant

Subscribed and sworn to before me this 29th day of September 1972

Deputy Register

all of said notes bearing ~~six~~ 7 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, Eva R. Garfinkle and Joel Garfinkle,~~ both single persons,

have this day bargained and sold, and do hereby transfer and convey unto the said Jessie C. Smith, her heirs and assigns,

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

TRACT I: Being the northerly 70 ft. of Lot No. 124 in McGavock's, Wetmore and Other's Addition, called the Addition to the Town of McGavock, as of record in Book 21, page 41, Register's Office for said County.

Said northerly 70 feet fronts 70 ft. on the easterly side of 12th Ave. North and runs back between parallel lines 154 ft. to an alley, and is further described as follows:

Being the same property conveyed to Joel Garfinkle, by deed from Henry Black and wife, Lula, Black, of record in Book 4631, page 258, Register's Office for Davidson County, Tennessee.

TRACT II. Being Lot No. 87 and the northerly 10 ft. of Lot No. 88 in Thomas Harding's First Addition to Nashville, as of record in Book 19, page 241, Register's Office for said County.

Said Lot No. 87 and part of Lot No. 88 front together 50 feet on the westerly side of 12th Ave. North, formerly McNairy Street or Clay Street, and run back between parallel lines with the southerly margin of an alley, 160 ft. to an alley in the rear.

Being the same property conveyed to Eva R. Garfinkle, by deed from Elkin Garfinkle, Trustee, of record in Book 4633, page 368, Register's Office for Davidson County, Tennessee.

TRACT III: Land in Davidson County, Tennessee, being Lot No. 261 in McGavock & Wetmore's Second Addition to Nashville, called the Addition to the Town of McGavock, a plan of which is of record in Book 21, page 41, Register's Office for said County.

Said Lot fronts 50 feet on the westerly side of 14th Avenue North, formerly Alberta Avenue and extends back between parallel lines 170 feet to a point in the rear, measuring 50 feet thereon.

Being the same property conveyed to Eva R. Garfinkle, by deeds from Elkin Garfinkle, Trustee, of record in Book 4602, page 13, and Book 4602, page 15, Register's Office for Davidson County, Tennessee.

1972 taxes have been prorated and are assumed by purchaser.

This instrument was prepared by J. B. Watson, Jr., Attorney, 1119 Stahlman Bldg., Nashville, Tennessee.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Jessie C. Smith, her 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.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Jessie C. Smith her 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 me in hand paid, I, the said Jessie C. Smith

do 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, for the purposes aforesaid, only.

I, the said Jessie C. Smith 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 interst may appear.

I 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 I 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 I, the said Jessie C. Smith 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 I 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; if I 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. I 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. I 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 Jessie C. Smith 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 Elkin Garfinkle, 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 Eva R. Garfinkle and Joel Garfinkle and Jessie C. Smith hereunto set our hands at Nashville, Tennessee, this the 14th day of Sept. 1972

Improved property
1515-1515½ 14th Avenue No.
1630-1632-12th Ave. North
929-12th Ave. North

Jessie C. Smith
Eva R. Garfinkle
Joel Garfinkle

B 7290

IDENTIF. REFERENCE
FILED SEP 29 1 12 PM '72
ALEX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Edna S. Woods, a Notary Public in and for said County and State, the within named Eva R. Garfinkle, Joel Garfinkle, and Jessie C. Smith

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 14th day of September, 1972

Commission Expires 4-29-1974

Edna S. Woods 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 _____
day of _____, 19___

Commission Expires _____

_____, Notary Public.

SEP 29 CONV 10,000.00
SEP 29 MORTG *9,500.00
SEP 29 S TAX A* 26.00
SEP 29 S TAX A* 7.50
SEP 29 PrFEE A* .50
SEP 29 WDEED A* 8.00 * 42.00