BOOK 4759 PAGE 908

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

FROM
Mr. & Mrs. Charles D. Nussbaumer

TO
Mr. & Mrs. Joe W. Fitzgerald

For draftsman's use

This Instrument Was Prepared By
MORRIS LEVINE, Attorney-at-Law
717 Stahlman Bldg., Nashville, Tenn.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mr. & Mrs. Fitzgerald (NAME)	Same (NAME)	
2323 McGavock Pike (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	81-11
Nashville, Tennessee (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	500 Pal

(FOR REGISTER'S USE)

C 29803

IDENTIF. REFERENCE T

OCT 30 11 06 AM '73

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 15,000.00 — Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 30 DAY OF October 1973.

Notary Public

~~MY COMMISSION EXPIRES:~~ Dec. 29

(~~AFFIX SEAL~~)

FOR AND IN CONSIDERATION OF the sum of ---Fifteen Thousand, One Dollar and no/100----- **DOLLARS**

of which $ 1.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed their promissory note in the principal sum of $15,000.00, of even date herewith, which said note is payable to the order of Charles Daniel Nussbaumer and wife, Sarah F. Nussbaumer. 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 $290.00 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 $290.00 is due and payable on November 1, 1973, and thereafter on or before the 1st day of each succeeding month until full payment is made.

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,

Charles Daniel Nussbaumer and wife, Sarah F. Nussbaumer

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Joe W. Fitzgerald and wife, Dorothy L. Fitzgerald

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

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

Land in Davidson County, Tennessee, being a part of the northerly 50 feet of Lot 291 on the Plan of McGavock, Wetmore and Others 1st Addition to Nashville, called the Town of McGavock, of record in Book 21, page 23, Register's Office, Davidson County, and a part of Lot 4 on the map showing the Re-subdivision of Parts of Lots 290-294, inclusive, in said McGavock, Wet more, and Others 1st Addition, of record in Book 161, page 97, Register's Office, Davidson County, described together as follows:

BEGINNING at the southwest corner of Buchanan Street, formerly HYdes Ferry Pike, and Tenth Avenue North, formerly Polk Street; thence with the westerly margin of said 10th Avenue, southwardly 50 feet to the northerly line of James Lonnie Jeanette and wife, Violet Christine Jeanette, by deed from Loftin Nokes et ux, as recorded in Book 3673, page 94, Register's Office for said County; thence westerly with Jeanette's line 47.0 feet to the westerly margin of a concrete block coal shed; thence northerly with said block wall 8.2 feet; thence easterly 8.6 feet running with said block wall to the center of a brick wall which forms the western boundary of the building and land being sold herein; thence in a northwesterly direction with the center of said wall to the southerly margin of Buchanan Street; thence with same, eastwardly 48.2 feet to the beginning.

ALSO included in this conveyance is an easement for driveway purposes over the property of grantor's adjoining that described above, and further described as follows, to-wit:

BEGINNING at a point in the margin of the 16 foot alley on the westerly margin of grantor's property, said point being 8 feet northwest of Jeanette's northwest corner; thence along the margin of said alley 12 feet to a point; thence at right angles to said alley in an easterly direction to the coal shed on the westerly line of the above described property. This easement of way is for use as a driveway to serve the within conveyed property. Said easement shall be an appurtenance to the within conveyed property and shall run with the land. The said easement shall continue so long as the present building stands on said property and so long as it's reasonably necessary for proper driveway service for said property.

Being property conveyed to Charles Daniel Nussbaumer and wife, SArah Florence Nussbaumer, by deed from Loftin Nokes and wife, as of record in Book 4250, page 208, said Register's Office.

Charles D. Nussbaumer and Charles David Nussbaumer are one and the same person; Sarah F. Nussbaumer and Sarah Florence Nussbaumer are one and the same person.

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing In This Document Unsatisfactory When Received.

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.

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 Morris Levine 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 $_____ 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 therein, 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 be 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 October 19 73.

Joe W. Fitzgerald — Charles D. Nussbaumer

Dorothy L. Fitzgerald — Sarah F. Nussbaumer

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Morris Levine, a Notary Public in and for said County and State, the within named Charles Daniel Nussbaumer and wife, Sarah F. Nussbaumer Joe W. Fitzgerald and wife, Dorothy L. Fitzgerald 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 1st day of October, 1973.

Morris Levine, Notary Public.

Commission expires May 12-1974

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 _____.

OCT30 CONV 15,000.00
OCT30 MORT'G 15,000.00
OCT30 S TAX A* 39.00
OCT30 S TAX A* 13.00
OCT30 PRFEE A* 50
OCT30 RECD A* 6.00 * 58.50