19 Music Square West
Nash. Tenn.

Installment Deed

BOOK 5088 PAGE 330

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
John N. Samerjian et ux	Same	72-12-4
(NAME:)	(NAME:)	
1707 Hanover Street		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tenn. 37216		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Eleven Thousand, Five Hundred Dollars and no/100 ---------- *Dollars,*
of which One Thousand Dollars ---------- *Dollars, has been paid in cash,*
the receipt of which is hereby acknowledged, and for the remainder of Ten Thousand, Five Hundred Dollars ($10,500.00) *Dollars,*
have executed
their note of even date, payable to the grantors in monthly installments of $130.19 per month with interest at the rate of 8½% per annum. Said payments to be applied first to interest, balance to principal, first payment to be due on the 13th day of December 1976 and a like payment on the 13th day of each succeeding month thereafter until the entire balance of principal and interest are paid in full.

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, William H. Eddins and wife, Joan M Eddins
have this day bargained and sold, and do hereby transfer and convey unto the said John N. Samerjian and wife, Debra K. Samerjian
their *(successors), heirs and assigns,*
certain real estate in Davidson County, Tennessee, as follows: House and lot located at 1707 Hanover Street, Nashville, Tenn. 37216. Being lot #66, Waters Subdivision, Recorded in Book 4093, Page 319, Registers Office Davidson County, Tennessee

Being the same property conveyed to William H. Eddins and wife, Joan M. Eddins by Deed of record in Book 3 Page 3 Register's Office of Davidson County, Tennessee

NOV1676	CONV	11,500.00			
NOV1676	MORT'G	10,500.00			
NOV1676	S'TAX		B*	29.90	
NOV1676	S'TAX		B*	8.50	
NOV1676	PR'FEE		B*	.50	
NOV1676	M'DEED		B*	1.00	* 42.90

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 11,500.00

Subscribed and sworn to before me, this the 13 day of Dec., 1976

Affiant

My commission expires: 12-11-77 (Affix Seal)

Notary Public

This is unimproved (X) / improved ( ) property, known as 1707 Hanover Street, Nashville, Tennessee 37216
(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
John N. Samerjian and wife Debra K. Samerjian their *(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 unencumbered.
We *further covenant and bind* Ourselves Our *heirs and representatives to warrant and*
forever defend the title to said real estate to said John N. Samerjian and wife Debra K. Samerjian their
(successors), heirs and assigns, against the lawful claims of all persons.

And now, for the purpose of further securing the payment of said indebtedness, including attorney's fees, as herein provided, for the enforcement of said lien in the event of the non-payment of said indebtedness or any part thereof, as they or any of them become due, as hereinafter provided, and for the consideration aforesaid, the said John N. Samerjian and wife Debra K. Samerjian

hereby authorize and empower Carol A. Yancey *trustee, his successor or successors in office, to sell the property above described, or any part thereof, at public outcry to the highest bidder for cash, at the door of the courthouse in Davidson County, Tennessee, or at the door of the Register's Office for Davidson County, Tennessee, after first giving twenty days' notice of the time, place and terms of such sale by three weekly publications in some newspaper published in said County, and upon the following terms, to-wit:*

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 expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable 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 Registers 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.

Witness our *hand* s *this* 11 *day of* November, *19*76 *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

William H. Eddins

Joan M. Eddins

John N. Samerjian

Debra K. Samerjian

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Charles A. Yancey, *a Notary Public in and for said County and State,* William H. Eddins and wife Joan M. Eddins, John N. Samerjian and wife, Debra K. Samerjian

*the within named bargainor*s, *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* 11 *day of* November, *19*76.

Charles A. Yancey *Notary Public*

Commission expires December 11, 1977

NOTARY PUBLIC CHARLES A. YANCEY DAVIDSON COUNTY, TENN.

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 .....

INSTRUMENT DEED

FROM

William H. Eddins et al

TO

Joan M. Samerjian et al

D 77278

IDENTIFICATION REFERENCE

NOV 16 3 31 PM '76

Compliments of

GUARANTY TITLE

Office of

CHICAGO TITLE INSURANCE COMPANY

American Trust Building

S. W. Cor. Third & Union

NASHVILLE, TENNESSEE