7130

Installment Deed

This Insturment was prepared by:
G. Battle Claiborne, Attorney at Law
2313 Hillsboro Road
Nashville, Tennessee 37212

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Nail Shakir	Same	81-15/394
(NAME): P O Box 8296	(NAME):	81-15/395
(STREET ADDRESS OR ROUTE NUMBER): Nashville Tenn	(STREET ADDRESS):	81-16/1
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

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FOR AND IN CONSIDERATION of the sum of Eighteen Thousand and NO/100 ($18,000.00)---------- Dollars, of which One Thousand and NO/100 ($1,000.00)---------- Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder Seventeen Thousand and NO/100 ($17,000.00)---- Dollars, Nail Shakir has executed his installment note of even date in the original principal amount of $17,000.00, bearing interest at the rate of 8.4 per cent per annum, and payable at the rate of $120.00 per month principal and interest, beginning August 15, 1979, with the remaining principal balance being due July 15, 1999,

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, I, Herbert Nesbitt have this day bargained and sold, and do hereby transfer and convey unto the said Nail Shakir, his (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows.

Three parcels of land as described below: Parcel 1
Land in Davidson County, Tennessee, being parts of Lots Nos. 320, 321 and 322, on the plan of D.T. McGavock and Others Addition, as of record in Book 21, page 41, Register's Office for said County.
Said parts of said lots adjoin and front together 40 feet on the north side of Heiman Street and run back between parallel lines 140 feet to a dead line, and beginning 170 feet east of the east margin of Odd Street.
Being the same property conveyed to Herbert Nesbitt by deed from Sadie Knowles, Neelie Moore, Jessie Mai Carter, Willie Lewis Drennan and Melvin Drennan, heirs at law of Lucy A. Robertson, deceased, of record in Book 2645, Page 208, Register's Office for Davidson County, Tennessee.
Parcel 2 - Being parts of Lots Nos. 320, 321 and 322, D.T. McGavock and Others Addition to Nashville, as of record in Book 21, page 41, Register's Office for said County, described as follows:
BEGINNING at a point in the southerly margin of an alley, said point being the northwest corner of the property conveyed to Mary Euless, by deed of record in Book 962, page 578, Register's Office, also being the northeast corner of the property conveyed to Thomas Cox, by deed of record in Book 675, page 377, Register's Office; thence with the margin of said alley, easterly 40 feet to a point; thence southerly 95.08 feet

(Continued on separate sheet)

STATE OF TENNESSEE
COUNTY OF Davidson
The actual consideration or value whichever is greater, for this transfer is $ 18,000.00
Subscribed and sworn to before me, this the 15th day of July 1979
Affiant
My commission expires: 2-11-80 (Affix Seal)
Notary Public

This is improved (X) unimproved ( ) property, known as 1400-1402 Heiman Street (House Number) (Street), Nashville, TN 37208 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 Nail Shakir, his (successors), heirs and assigns forever. I covenant that I am 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 for 1979 taxes, which are assumed by grantee I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said Nail Shakir, his (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 Nail Shakir hereinafter referred to as trustors, hereby transfer and convey unto G. Battle Claiborne, 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 $ insurable int. 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 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 a newspaper of general circulation 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.

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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 ... 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 my *hand this* 15th *day of* July, *19* 79, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Nail B Shakir

THIS INSTRUMENT WAS PREPARED BY:

STATE OF TENNESSEE
COUNTY OF Davidson

Personally appeared before me, the undersigned Herbert Nesbitt and Nail Shakir, *a Notary Public in and for said County and State,*

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* 15th *day of* July, *19* 79

Seal Horner

Notary Public

SEAL: HORNER NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Commission expires 2-11-80

STATE OF TENNESSEE
COUNTY OF_____

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 ...

INSTALLMENT DEED

FROM
Herbert Nesbitt

TO
Nail Shakir

TITLE INSURED BY POLICY NUMBER:

Title Associates, Inc. Livery of Seisin

Compliments of

Title Associates, Inc.

REPRESENTING

USLIFE TITLE INSURANCE
Company of New York

7

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Installment Deed

Address New Owner

Nail Shakir

Map-Parcel-Numbers
81-15/394
81-15/395
81-16/1

LEGAL DESCRIPTION CONTINUED:

to a point in the northwesterly right of way of Interstate Highway; thence with the same, south 51 degrees, 54' 43" west 43.09 feet to a point in the dividing line between Euless and Dox aforesaid; thence with the line between said property, northwardly 111.77 feet to the point of beginning. Being part of the property devised to Charles Hadley, as devisee under the will of Mary Euless, as of record in Will Book 66, page 395, Probate Office.

Being the same property conveyed to Herbert Nesbitt by deed from Charles Hadley and wife, Annie May Hadley from record in book 4238, Page 659, Register's Office for Davidson County, Tennessee.

Parcel 3

Being parts of Lots 320 and 321 on the Plan of D.T. McGavock et al addition of record in Book 21, page 41, Register's Office for said County, described as follows:

BEGINNING at a point in the westerly margin of an alley in the easterly line of Lot 321, said point being 79.11 feet as measured along said alley from Heiman Street, being the northeast corner of Tract No. 2 as conveyed to State of Tennessee by Deed of record in Book 4135, page 817, said Register's Office; thence along said alley, northwardly 66.89 feet to a point which is 10 feet southerly from the common corner of Lots 319 and 320; thence westerly parallel to and 10 feet south of the line between Lots 19 and 20, 16 feet more or less to a point; thence southerly 78.9 feet to the northwest corner of the property conveyed to State of Tennessee, above referred to; thence with their northerly line, easterly 34.67 feet to the point of beginning.

Being the same property conveyed to Herbert Nesbitt by Deed from Jack J. Cohen and wife, Bessie D. Cohen of record in Book 5359, Page 782, Register's Office for Davidson County, Tennessee.

F 63716

IDENTIF. REFERENCE

NOV 16 11 37 AM '78

FELIX [illegible] REGISTER
DAVIDSON COUNTY, TENN.

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

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CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			18000.00- CO	
			17000.00- MO	
			46.80 CO TX	
			15.00 MO TX	
			.50 PRFEE	
			9.00 MISC	
			CHECK 71.30-	
6194A	11/16/79		BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F63716

IDENTIF. REFERENCE

NOV 16 11 37 AM '79

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TENN.

No. 726061