Rec'd PLEASE MAIL TO EVA J DUNN-1807 6th Ave N. F. Book 1W19490 map 81-8 Par 221

INSTALLMENT DEED 37216 BOOK 5537 PAGE 71

For and in Consideration of the sum of Nine Thousand Nine Hundred Fifty and no/100ths--
----------($9,950.00)----------Dollars,
of which Three Hundred Fifty and no/100ths---------($350.00)----------Dollars,
has been paid in cash by Eva J. Dunn, unmarried
the receipt of which is hereby acknowledged, and for the remainder Nine Thousand Six Hundred
and no/100ths----------($9,600.00)----------Dollars,
the said Eva J. Dunn, unmarried ha ve

executed her promissory note of even date herewith payable to the order of Louis Komisar in 180 equal monthly installments of $120.00 each including both principal and 12 1/2% interest. The first installment maturing on the 1st day of December, 1979 and one installment on the 1st day of each succeeding month thereafter until paid.

2h- Eva J Dunn

12 1/2%
all of said notes bearing ~~xxx~~ 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, I, Louis Komisar, unmarried
---
have this day bargained and sold, and do hereby transfer and convey unto the said I
Eva J. Dunn, unmarried, her heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows: Being Lot No. 454 in North Nashville Real Estate Company's Plan of Lots, as of record in Book 57, page 105, RODC, Tennessee Said Lot No. 454 fronts 52 feet and 1/2 inch on the westerly side of Sixth Avenue North and extends back to an alley in the rear on which it measures 50 feet. Being the same property conveyed to Louis Komisar, by deed from Ben Caillouette, Substitute Trustee, as of record in Book 4371, page 767, said Register's Office.
It is agreed that the indebtedness which the lien of this Installment Deed secures was extended personally to the undersigned grantor, in reliance upon the credit worthiness of grantor, and that the holder of the herein described indebtedness and the payee of the note secured hereunder and hereby does not intend to extend credit to any other person other than the grantor unless it agrees to do so in writing for this reason, and as a material consideration for the extension of credit by grantee to grantor, parties agree if at any time prior to the payment of said indebtedness, the grantor shall sell transfer and convey the within described property to any other person, the holder of the indebtedness secured hereunder and hereby may, at it's sole and exclusive option, declare the entire indebtedness due and payable at once, and may exercise any and all remedies available to it under the terms of provisions of this Installment Deed, the promissory note which it secures, and in law and in equity to enforce and collect the balance of principal and interest due upon said indebtedness: and it is further agreed that unless the holder of said indebtedness consents in writing to the sale, transfer and conveyance of this property herein described to another person or persons, the option granted by grantor to grantee to accelerate the indebtedness secured hereby, as described in this paragraph, shall remain in full force and effect and shall not be impaired or affected by the passage of time. The acceptance of payment from grantor or any successor in title to grantor, maybe exercised by the grantee at anytime subject only to the applicable statue of limitation. It is further agreed that grantee, in giving its written consent to the sale, transfer and conveyance of the within described property, may place such conditions thereon as it in its sole discretion may require.

This is unimproved (X) improved ( ) property, know as 1807 6th Avenue North (House Number) (Street) Nashville, Tennessee 37216 P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Eva J. Dunn, unmarried 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.

I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said Eva J. Dunn, unmarried my 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 Eva J. Dunn, unmarried

do hereby transfer and convey unto Michael L. Komisar, 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 Eva J. Dunn, unmarried 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 $ 9,600.00 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 Eva J. Dunn, unmarried 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 Eva J. Dunn, unmarried, my 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 Michael L. Komisar, 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 Louis Komisar, unmarried and Eva J. Dunn, unmarried hereunto set our hands at Nashville, Tennessee, this the 1st day of November 1979

Louis Komisar

Eva J. Dunn

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Delores E. Whitworth, a Notary Public in and for said County and State, the within named Louis Komisar, unmarried

the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee Tennessee, this 1st day of November, 1979

Delores E. Whitworth, Notary Public.

Commission Expires 10/15/83

STATE OF Tennessee
Davidson **County.**

Personally appeared before me, Shirley Horner, a Notary Public in and for said County and State, the within named Eva J. Dunn, unmarried

the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee this 1st day of November, 1979

Shirley Horner, Notary Public.

Commission Expires 2-11-80

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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Before me, ... , a Notary Public of the State and County aforesaid, personally appeared ..... , with whom I 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 ..... .

(over for additional acknowledgements)

INSTALLMENT DEED

FROM
Louis Komisar, unmarried

TO
Eva. J. Dunn, unmarried

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

F 65644

IDENTIF. REFERENCE

Nov 29 9 58 AM '79

REGISTER'S OFFICE
DAVIDSON COUNTY, TENN.

This instrument prepared by:
Delores E. Whitworth
Home Equity Company
630 Third Avenue South
Nashville, Tennessee 37210

YOKLEY CO NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Eva J. Dunn, unmarried (NAME)	Same (NAME)	81-8
1807 6th Avenue North (STREET ADDRESS OR ROUTE NUMBER)	Same (STREET ADDRESS)	221
Nashville, Tennessee (CITY) (STATE) (P. O. ZIP)	Same (CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

Louis Komisar
630 3rd Ave South
Nashville
Tenn 37201

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 9950.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 26th DAY OF Nov 19 79.

Notary Public

MY COMMISSION EXPIRES: 3/12/80

(AFFIX SEAL)

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

BOOK 5537 PAGE 75

RECEIVED OF _____

FOR _____

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
			$350.00- CO	
			$600.00- MO	
			25.74 CO TX	
			7.60 MO TX	
			.50 PRFEE	
			12.00 WDFEE	
			CHECK	45.34-
8593A11/25/7[illegible]				.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F 65644

IDENTIF. REFERENCE

Nov 29 9 58 AM '78

No. 728391