Book 4

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

#84-8-10
Form No. WD-4

FROM

LIMOR COMPANY, A Partnership

TO

BARBARA CLOYD

For draftsman's use

THIS INSTRUMENT PREPARED BY:
FOLEY & WEISS, ATTORNEYS
Suite 500, One Church Street Building
Nashville, Tennessee 37201

BOOK 6358 PAGE 631

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Barbara Cloyd (NAME)	"Owner" (NAME)	MAP 104-12
2109 St. Bernard Avenue (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	PARCEL 74
Nashville, TN 37212 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	#24W-7580

(FOR REGISTER'S USE)

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IDENTIF. REFERENCE

AUG 13 3 38 PM '84

FELIX [illegible] REGISTER
DAVIDSON COUNTY, TN

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$64,000.00. Barbara Cloyd
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 10TH DAY OF AUGUST, 1984.

Notary Public

MY COMMISSION EXPIRES: 2/19/88

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of SIXTY-FOUR THOUSAND and NO/100---------- ($64,000.00) DOLLARS

of which $ 14,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees has executed her Promissory Note in the amount of $50,000.00, payable in 23 monthly installments and one (1) balloon payment, being due and payable on or before August 10, 1986. (Reference is made to said Note for complete terms, conditions, and method of payment.)

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,

LIMOR COMPANY, A Partnership,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

BARBARA CLOYD, an unmarried person

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

LAND in Davidson County, Tennessee, being Lot No. 46 on the Map of St. Bernard Place, as of record in Book 161, Page 171, Register's Office for said County.

SAID Lot No. 46 fronts 50 feet on the southerly side of St. Bernard Avenue and runs back 146.46 feet on the easterly line and 146 feet on the westerly line to an alley, measuring 50 feet thereon.

BEING the same property conveyed to Limor Company, a Partnership, by Deed from Ruth Durban Staley, a widow, of record in Book 4459, Page 820, Register's Office for Davidson County, Tennessee.

THIS conveyance is subject to any and all zoning regulations, building restrictions and setback lines, if any, and easements and rights-of-way for public utilities applicable to this property; and taxes for the current year which have been prorated and assumed by the Grantee herein.

09/13 220.90- CHECK

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This is unimproved ( ) improved (XX) property, known as 2109 St. Bernard Avenue, Nashville, Tennessee 37212
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

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 five 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 Peter Weiss, 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 $ insur. 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 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 so, 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 thereon, 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 proper paint and keep said premises insured, as afore said, 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; or 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, the statutory right of redemption, homestead, dower, statutory or elective rights, 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 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 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 five 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 he 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 10th day of August, 1984.

LIMOR COMPANY, A Partnership

BY: Alex Limor, Partner

Barbara Cloyd
BARBARA CLOYD

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me the undersigned, a Notary Public in and for said County and State, the within named BARBARA CLOYD

the bargainor, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 10th day of August, 1984.

Notary Public

Commission expires 2/19/88

STATE OF TENNESSEE)
DAVIDSON COUNTY)

Before me, the undersigned, of the State and County aforesaid, personally appeared ALEX LIMOR, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon his oath acknowledged himself to be the Partner of LIMOR COMPANY, the within named bargainor, a Partnership, and that he as such Partner, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the Partnership by himself as Partner.

Witness my hand and official seal at office at Nashville, Tennessee, on this the 10th day of August, 1984.

My Commission Expires: 2/19/88

Notary Public

OFFICIAL RECEIPT

FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF_____

FOR_____

BOOK 6358 PAGE 633

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
			64000.00- CAMT.	
			50000.00- MAMT.	
			166.40 CSTAX	
			46.00 MSTAX	
			.50 PRFEE	
			6.00 WDEED	
			CHECK 220.90-	
			1802A08/13/84 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

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IDENTIF. REFERENCE

AUG 13 3 38 PM '84

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TN

No. 0060604