Installment Deed

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ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
J. V. Edenfield	J. V. Edenfield	Map 93-15
(NAME:)	(NAME:)	
1083 Lynwood Blvd.	1083 Lynwood Blvd.	Par. 120
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee	Nashville, Tennessee	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of One Hundred Fifteen Thousand and no/100 ($115,000.00) ---------- *Dollars,*

of which Twenty-five Thousand and no/100 ($25,000.00) ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Ninety Thousand and no/100 ---------- ($90,000.00) ---------- *Dollars,*

the grantee has assumed payment of the balance, in the amount of $54,467.71, of a note indebtedness, secured by a vendors lien on the property hereinafter described retained in an instrument of record in Book 3795, page 842, Register's Office for Davidson County, Tennessee, and has executed and delivered a promissory note of even date herewith in the principal sum of $35,532.29, payable in 120 equal consecutive monthly installments of $385.62, including principal and interest at 5½% per annum

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, we Marable Mayo and wife, Dorothy Mayo

have this day bargained and sold, and do hereby transfer and convey unto the said J. V. Edenfield his *heirs and assigns,*

certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being parts of Lots Nos. 8, 11, 12, 13, 14, 15, and 16, on the Plan of Miller's Subdivision of record in book 21, page 6, Register's Office for said County, described according to a survey made by Barge, Waggoner and Sumner, Inc., November 23, 1964, as follows:

Beginning at a point in the south margin of a proposed 20 foot alley, which point is North 67° 24½' West 312.76 feet from the center line of Old University Street (now closed), and North 22° 35½' East 130 feet from the north right-of-way of Lafayette Street; thence South 22° 35½' West 25.06 feet to a point in the east margin of alley "R" (Abandoned); thence South 61° 56½' West 10 feet to the center of said alley "R"; thence with same South 28° 03½' East 16.4 feet; thence South 61° 56½' West 10 feet to the westerly margin of said alley "R"; thence South 62° 56' West 103.77 feet to the northerly margin of Lafayette Street; thence with same North 67° 24½' West 170.35 feet; thence North 22° 35½' East 130 feet to the southerly margin of said 20 foot alley; thence with same South 67° 24½' East 237.54 feet to the beginning.

Being the same real property conveyed to Marable Mayo, by deed

from Paul M. Allen and wife of record in Book 3795, page 842, Register's Office for said County.

This conveyance is made subject to:
Easement for cut slope adjacent to Lafayette Street as widened and now established as set out in decrees in Minute Book 38, pages 39 and 142 of the Third Circuit Court for Davidson County, Tennessee, in cause of City of Nashville Vs. African Methodist Episcopal Sunday School Union et al, Rule No. 32206.

Easement for "Cut Slope" adjacent to premises on the west granted City of Nashville in the cause of City of Nashville Vs. African Methodist Episcopal Sunday School Union, et al., of record in Minute Book 39, page 40, Third Circuit Court for Davidson County, Tennessee.

Easement granted City of Nashville by Paul M. Allen, for a water main across premises, as set out in instrument of record in book 2645, page 1, Register's Office for Davidson County, Tennessee.

Easement for public utilities along the westerly line of premises as shown on plan of record in book 2663, page 32, Register's Office for Davidson County, Tennessee.

It is understood between parties that prepayment can be made on both the first and second mortgage loan without additional interest or penalty.

It is further agreed that seller guarantees rental in the amount of $24,000.00 for the first two years.

This is unimproved ( ) improved ( ) property, known as 78 (House Number) Lafayette Street (Street) Nashville (City or Town) P. O. Address:

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said J. V. Edenfield his xxxxxxx, *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.,* except as above set out.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* J. V. Edenfield, his *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 J. V. Edenfield and wife, Ann McDonald Edenfield *hereinafter referred to as trustors, hereby transfer and convey unto* Wilson West, *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 value *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 party, 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 Register's 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.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 19th *day of* January, *19* 66

J. V. Edenfield

Ann Theodosia Edenfield

Marable Mayo

Dorothy Mayo

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Marable Mayo and wife, Dorothy Mayo

Marable Mayo and wife, Dorothy Mayo

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, *Tennessee, this* 19th *day of* January, *19* 66

John C. Jenkins Jr. *Notary Public*

Commission expires My Commission Expires August 5, 1968

JOHN C. JENKINS, JR. NOTARY PUBLIC DAVIDSON COUNTY, TENN.

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STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Betty Poage *a Notary Public in and for said County and State,* J. V. Edenfield and wife, Ann McDonald Edenfield

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 19th *day of* January, *19* 66

Betty Poage
Notary Public

Commission expires 10-25-67

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 corporatoin by* .....*self as* .....

Witness my hand and seal, at office in ....., *this* .....*day of* ....., *19*.....

.....*Notary Public*

Commission expires .....

STATE TAX $ 77.50
PROBATE 50
TOTAL $ 173.00
JAN 24 1966
R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
PAID JAN 24 1966

14967

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN
JAN 24 10 56 AM '66
RECORD BOOK 113 PAGE 53
RECORDING FEE $ 2.75
TAX REG. .....

INSTALLMENT DEED

FROM Marable Mayo et ux

TO J. V. Edenfield

This instrument prepared by:
Wilson West, Attorney
312 Commerce Union Bank Bldg.
Nashville, Tennessee

Guaranty Title Company
A Division of
Kansas City Title Insurance Company
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE