Installment Deed

BOOK 4117 PAGE 216

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Sam H. Miller Jaunita Miller 87-87½ Lewis St (STREET ADDRESS OR ROUTE NUMBER) Nashville, Tenn. (CITY) (P. O. ZONE) (STATE)	Sam H. Miller (NAME:) 49 Fain St (STREET ADDRESS) Nashville, Tenn. (CITY) (ZONE) (STATE)	Map 93-16 Pt. Par. 195 14W

FOR AND IN CONSIDERATION of the sum of ----------($1,000.00)----------

One thousand and no/100----------*Dollars,*

of which ----------($600.00)----------

Six hundred and no/100----------*Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder ---------- ($400.00)--------

Four Hundred and no/100----------*Dollars,*

Sam H. Miller and wife, Juanita Miller *have* ~~s~~ *executed* their one joint promissory lien note of even date herewith, payable to the order of Harry Diamond or Ida Diamont in monthly installments as follows: Namely on the 20th day of April 1967 the sum of $10.00 and a like amount on the 20th day of each succeeding month, to be applied to the principal amount, till the entire amount has been paid in full, these installments bear no interest except after due date, and then at 6% interest,

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, Harry Diamond and wife, Ida Diamond

have this day bargained and sold, and do hereby transfer and convey unto the said

Sam H. Miller and wife, Juanita Miller

their ~~heirs~~ *heirs and assigns,*

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

Land in Davidson County, Tennessee, being parts of lots Nos. 147 and 148 on the Plan of Maury and Claiborne's Addition to South Nashville, as of record in Book 21, pages 84 and 85, Register's Office for said County, described according to a survey made by Norris H. Hickerson, Surveyor, June 7, 1952, as follows:
Beginning on the easterly margin of Lewis Street at an iron pin at the corner of lots 147 and 148; thence with the easterly margin of said Street northwardly 35 feet to an iron pin at the corner of lots Nos 146 and 147; thence with the fence line eastwardly 93.7 feet to the westerly margin of an alley; thence with said alley southwardly 39.5 feet; thence with the fence line westwardly 90.3 feet to the beginning. Being the same property conveyed to Harry Diamond et ux., from Elkin Garfinkle, Trustee, of record in Book 4114, page, 195, said Register's Office.

This instrument prepared by
Harry Diamond, Attorney
1892 Vollentine Ave,
Memphis, Tenn. 38107

By instrument of record in Book 2400, page 138, Register's Office for Davidson County, Tennessee, Ida Diamond appointed her husband Harry Diamond, Attorney-in-fact with power to execute Conveyances.

Seller has paid all back taxes including year 1966
Purchaser agrees to pay taxes for 1967

unimproved (X)
This is improved ( ) property, known as 87 Lewis Street (House Number) (Street) Nashville, P. O. Address: Tenn. (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Sam H. Miller and wife, Juanita Miller, 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.* except for notices filed by the Metropolitian Government of Nashville, and Davidson County. Purchasers shall the right to demolish the house now on this lot.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Sam H. Miller and wife, Jaunita Miller, their ~~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 Sam H. Miller and wife, Juanita Miller *hereinafter referred to as trustors, hereby transfer and convey unto* Elkin Garfinkle, *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 $_____, 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, prior to the date when the same become delinquent, 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, representaiives 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 20 *day of* March, *19* 67.

Harry Diamond

Ida Diamond

by Harry Diamond, atty-in-fact

Juanita Miller

Sam H Miller

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Sam H. Miller and wife, Juanita Miller, and Harry Diamond

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* 24th *day of* March, *19* 67.

My Commission Expires Aug. 3, 1968

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

B Smith *Notary Public*

Commission expires

STATE OF Tennessee }

COUNTY OF Davidson }

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On the th day of March 1967, before me personally appeared Harry [redacted] Diamond, to me known to be the person who executed the foregoing instrument in behalf of Ida Diamond and acknowledged that he [redacted] executed the same as the free act and deed of said Ida Diamond.

Witness my hand and official seal at Nashville, Tennessee, *this* 31st *day of* March, *19*67.

My Commission Expires Aug. 3, 1968

Notary Public

Commission expires.....

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.....

INSTALLMENT DEED

FROM

Harry Diamond et ux.,

TO

Sam H. Miller et ux.,

66298

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

APR 4 11 35 AM '67

NOTES. BOOK 116 PAGE 171
RECORDING FEE $ 2.75
DEP. REG. .75

Compliments of

Guaranty Title Company

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

STATE TAX $ .50
PROBATE
TOTAL $ 2.25

APR 4 1967

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

PAID APR 4 1967