# Installment Deed

BOOK 4151 PAGE 54

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| E. C. Hooper | E. C. Hooper | 5W-1255 |
| (NAME:) | (NAME:) | Map 93-6-2 |
| 125-127 Second Avenue No. | 125-127 Second Avenue North | Par. 54-55 |
| (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* Twenty-four thousand and no/100ths ---------- ($24,000.00) ---------- *Dollars,*

*of which* Nine thousand and no/100ths ---------- ($9,000.00) ---------- *Dollars, has been paid in cash,*

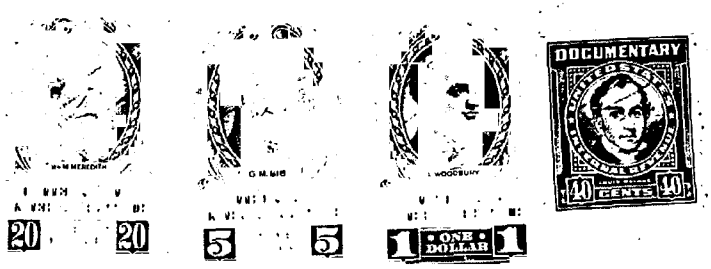
*the receipt of which is hereby acknowledged, and for the remainder* Fifteen thousand and no/100ths ---------- ($15,000.00) ---------- *Dollars,*

E. C. Hooper and wife, Lucille Hooper, *have executed* his promissory note for said amount payable to the order of Elmore Stelzer, Trustee; said note is payable as follows: one thousand, two hundred ($1,200.00) dollars six months after the date of this deed and a like sum at the end of each six month period thereafter with a final payment of six hundred ($600.00) dollars; interest at the rate of six (6%) percent on the outstanding principal is to be paid with each payment.

*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, Elmore Stelzer, Morris Brown, Jr., James Brown and Helen May Brous Brown and Morris Brown, Trustees *have this day bargained and sold, and do hereby transfer and convey unto the said* E. C. Hooper and wife, Lucille Hooper, their *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Being parts of Lots Nos. 29 and 30 on the Plan of the Original Town of Nashville, not of record, described according to a survey made by James A. Hamilton, Jr., Surveyor, December 30, 1950, as follows:
Beginning at a vertical masonry joint, between two brick walls at the southeast corner of this tract and the northeast corner of the tract adjoining on the south, known as the William Sanderson Building, said joint being in the west margin of 2nd Avenue North, as now widened and located, and being 253.98 feet north of the north margin of Broad Street; thence westerly along the south wall of the building located on the land in question, along the north wall of the Sanderson Property, with the meanders of said wall, a total distance of 84.29 feet to the east margin of an alley, said point in said alley being 255.04 feet north of the north margin of Broad Street; thence northerly 40.31 feet to a point in said alley; thence easterly, passing through a part of the rear wall of the building north of the land in question, known as the Leanard Melton Building, and along the north line of the wall of the building located on this property, easterly a total distance of 84.19 feet to the face of a vertical masonry joint between the building located on this land and the building located on the land lying north of the land in question, being in the west margin of 2nd Avenue North, as now widened and located; thence with the margin of said Avenue, southerly 40.2 feet to the beginning. Being the same real property conveyed to Elmore Stelzer, a 1/2 interest, Adolph Brown, a 1/4 interest, Morris Brown, Jr., a 1/8 interest and James Brown, a 1/8 interest, by deed from Noel B. Nokes and wife, of record in Book 2928, Page 159, Register's Office for said County, the said Adolph Brown having since died devising his interest in said property to Helen May Brous Brown and Morris Brown, Trustees, by will of record in Will Book 73, Page 72, Probate Court for said County.

The above described property is conveyed herewith subject to:
1. The southwall of the building is a party wall for a distance of 38.4 feet, measured from the west margin of said wall eastwardly.
2. There is a slight encroachment at the northwest corner of the property from the Melton property on the north onto the above described property for a wall.
3. The west 39.64 feet of the north wall of the building is subject to a party wall agreement, more particularly set forth in Book 146, Page 544, Register's Office, Davidson County, Tennessee.




This instrument prepared by:
Elkin Garfinkle
Stahlman Building
Nashville, Tennessee

unimproved ( )
This is improved (X) property, known as 125-127 Second Avenue North, Nashville, Tennessee
(House Number) (Street) 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* E. C. Hooper and wife, Lucille Hooper *(successors), 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,* except as herein stated and taxes for the year 1967 which are assumed by the conveyees.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* E. C. Hooper and wife, Lucille Hooper, 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* E. C. Hooper and wife, Lucille Hooper, *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* insurable value, *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 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* 27 *day of* June, *19*67

James Brown
James Brown Jr.
E C Hooper
X Lucille Hooper

Helen May Brown Brown
Morris Brown Jr. Trustee
Elmore Stelzer Trustee

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

*Personally appeared before me,* Mrs. Helene Rothschild, *a Notary Public in and for said County and State,* Elmore Stelzer, Morris Brown, Jr., James Brown, E. C. Hooper and Morris Brown, Trustee And Lucille Hooper

*the within named bargainorS, 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* 7th *day of* July, *19*67

Mrs. Helene Rothschild *Notary Public*

HELENE ROTHSCHILD NOTARY PUBLIC DAVIDSON COUNTY, TENN. MAY 3, 1969

*Commission expires* 5/3/1969

STATE OF NEW YORK }
COUNTY OF QUEENS }

*Personally appeared before me,* Agnes B. Dedies, *a Notary Public in and for said County and State,* Helen May Brous Brown, Trustee

*the within named 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* New York, New York *this* 3rd *day of* July, *19*67.

Agnes B. Dedies
*Notary Public*

AGNES B. DEDIES
Notary Public, State of New York
No. 41-5957070 Queens County
Cert. Filed in New York County
Term Expires March 30, 1968

*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*.....

STATE OF TENN.
COUNTY OF DAVIDSON
Personally appeared before me Fannie Rogers, a Notary Public in and for said County and State James Brown
the within named 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, Tenn. this 6th day of July 1967.

Fannie Rogers
Notary Public DAVIDSON COUNTY, TENN.

Com. expires 2/3/68

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

PAID JUL 11 1967

STATE TAX $ 1.50
PROBATE
TOTAL $ 1.50

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

PAID JUL 11 1967

STATE TAX $ 1.50
PROBATE
TOTAL $ 1.50

# INSTALLMENT DEED

FROM
ELMORE STELZER, ET AL

TO
E. C. HOOPER, ET UX

79314

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

JUL 11 12 08 PM '67

NOTED: BOOK 116 PAGE 162
RECORDING FEE $ 1.50
DEP. REG. .50

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