Record 2030

BOOK 4789 PAGE 358

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

FROM
ALAN GARFINKLE, ET UX

TO
MILLARD U. GOOCH, ET UX

For draftsman's use

This Instrument Prepared By:
FOLEY and WEISS, ATTYS.
521 STAHLMAN BUILDING
NASHVIELE, TENNESSEE 37201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Millard U. Gooch, et ux (NAME)	SAME (NAME)	2W 24117
3205 Dove Place (STREET ADDRESS OR ROUTE NUMBER)	" (STREET ADDRESS)	Map 81-15
Nashville 37218 (CITY) (STATE) (P. O. ZIP)	" (CITY) (STATE) (ZIP)	Par 291

(FOR REGISTER'S USE)

T
IDENTIF. REFERENCE
FEB 19 2 25 PM '74
FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TENN.

C42469

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 5,000.00 Millard U. Gooch
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 13th DAY OF February, 19 74

Notary Public

MY COMMISSION EXPIRES: 1-30-75

(AFFIX SEAL)

NOTARY PUBLIC DAVIDSON COUNTY STATE OF TENNESSEE

FOR AND IN CONSIDERATION OF the sum of Five Thousand and No/100 ($5,000.00) **DOLLARS**

of which $ 200.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed their joint promissory note of even date herewith, in the original principal amount of $4,800.00, payable in monthly installments as follows: On the 15th day of March, 1974, the sum of $60.10, and thereafter a like amount on the 15th day of each succeeding month thereafter, with the remaining balance of said principal sum due on the 15th day of February, 1985. Said payments to be applied first to the payment of interest at the rate of 10% per annum on the unpaid principal sum, or so much as shall from time to time remain unpaid, and the balance to be applied to the payment of the principal sum, until the entire amount, both principal and interest, has been paid in full.

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,

we, Alan Garfinkle and wife, Loretta N. Garfinkle

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Millard U. Gooch and wife, Louise V. Gooch

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

Being Lot No. 30 on the Plan of Underwood's Addition as of record in Book 21, page 117 Register's Office for said County.

SAID Lot No. 30 fronts 50 feet on the southerly side of Underwood Street, and runs back between parallel lines 162 feet to an alley.

BEING the same property conveyed to Alan Garfinkle by deed from Elkin Garfinkle, Trustee, of record in Book 4703, page 473, Register's Office for Davidson County, Tennessee. Loretta N. Garfinkle, wife of the above-named Alan Garfinkle, joins in this conveyance for the purpose of releasing any and all rights she may have in and to the above-described property, especially her marital rights.

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 Grantees herein.

This is unimproved ( ) improved (X) property, known as 1607 and 1609 (House Number) Underwood St (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 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 us in hand paid, we, the said grantees herein do hereby transfer and convey unto J. J. Foley, Jr., 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 $ insurable 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 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 we, the said grantees, 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 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; we 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 part 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 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 advise 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 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 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 13th day of February 19 74.

Alan Garfinkle — Millard U. Gooch

Loretta N. Garfinkle — Louise V. Gooch

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 Millard U. Gooch and wife, Louise V. Gooch

the 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 13th day of February, 19 74

Notary Public

Commission expires 11-8-75

JONATHAN J. FOLEY, JR. NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

FEB 19 74	CONV	*5,000.00			
FEB 19 74	MORT'G	*4,800.00			
FEB 19 74	S'TAX		A*	13.00	
FEB 19 74	S'TAX		A*	2.80	
FEB 19 74	PR'FEE		A*	.50	
	W'DEED		A*	4.00	* 20.30

STATE OF MARYLAND)
CITY OF BALTIMORE)

Personally appeared before me, the undersigned, a Notary Public in and for said City and State, the within-named Alan Garfinkle and wife, Loretta N. Garfinkle, the 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 office in Baltimore, an independent city, This the 13th day of February, 1974.

Notary Public

My Commission Expires: 7/1/74

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.