Installment Deed

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ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
R. C. Mathews Contractor, Inc.	Same	Map-Par. 93-2-4-15
(NAME:)	(NAME:)	
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tennessee 37204	(STREET ADDRESS) Same	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of SIXTY EIGHT THOUSAND FIVE HUNDRED AND NO/100 ($68,500.00)---------- *Dollars,*

of which THIRTEEN THOUSAND SEVEN HUNDRED AND NO/100 ($13,700.00) ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder FIFTY FOUR THOUSAND EIGHT HUNDRED AND NO/100 ($54,800.00)---------- *Dollars,*

the said R. C. Mathews Contractor, Inc.

has executed

its promissory note of even date herewith, payable to the order of Esther Schulman, for life, with remainder to George Leon Schulman, Ruth Schulman Coleman and Herbert Julian Schulman, in annual installments as follows: On the 4th day of June, 1974, the sum of Five Thousand Four Hundred Eighty and No/100 ($5,480.00) Dollars, and thereafter nine (9) annual installments on the 1st day of June of each succeeding year, with interest at the rate of eight and one-half (8 1/2%) per cent per annum payable quarterly until said principal amount and interest thereon has been paid in full,

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, ESTHER SCHULMAN, as life tenant, and GEORGE LEON SCHULMAN, RUTH SCHULMAN COLEMAN and HERBERT JULIAN SCHULMAN, as remainder,

have this day bargained and sold, and do hereby transfer and convey unto the said R. C. MATHEWS CONTRACTOR, INC., a Tennessee corporation, its successors

(successors), ~~heirs~~ and assigns,

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

Being part of Lot No. 12 on the Plan of the original town of Nashville, not of record, described according to a survey made by S. R. Sanford, Jr., Surveyor, dated February 12, 1940, as follows:

Beginning at the point of intersection of the southerly margin of Church Street and the easterly margin of Second Avenue North, formerly Market Street; thence, with the easterly margin of Second Avenue North, southwardly 58 feet and 5 inches to the northwest corner of the property conveyed to Nashville Paper Stock Company by deed from Tom Tobias and wife, of record in Book 535, page 91, Register's Office for said County; thence with the northerly line of the said Nashville Paper Stock Company property eastwardly 103 feet, more or less, to a corner of the Nashville Paper Stock Company property; thence continuing with the line of the said Nashville Paper Stock Company northwardly 58 feet and 4 inches, more or less, to the southerly margin of Church Street; thence with the southerly margin of Church Street westwardly 103 feet, more or less, to the point of beginning.

This instrument prepared by
Schulman, McCarley, Hollins and Davis
P. O. Box 2207
Nashville, Tennessee 37217

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $68,500.00

Affiant

Subscribed and sworn to before me, this the 4th day of June, 1974

Notary Public

My commission expires: 7-31-74

(Affix Seal)

Being the same property conveyed to Rosa F. Schulman, by deed from Isadore Schulman, of record in Book 754, page 732, Register's Office for Davidson County, Tennessee. The said Rosa F. Schulman subsequently died testate, devising the subject property under the terms of her will, of record in Will Book 47, page 42, Office of the County Court Clerk of Davidson County, Tennessee, to Isadore Schulman. The said Isadore Schulman subsequently died testate, devising the subject property under the terms of his will, of record in Will Book 77, page 274, Office of the County Court Clerk of Davidson County, Tennessee, as follows: Esther Schulman, as to a life estate; George Leon Schulman, Ruth Schulman Coleman, and Herbert Julian Schulman, as to equal undivided interests in remainder.

This is unimproved ( ) improved (X) property, known as 184 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 R. C. MATHEWS CONTRACTOR, INC., its *(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 by party wall agreement of record in Book 228, page 186, Register's Office for Davidson County, Tennessee, and taxes for the year 1974, which have been prorated and assumed by the Granteesand outstanding lease.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* R. C. Mathews Contractor, Inc., its *(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 R. C. Mathews Contractor, Inc., *hereinafter referred to as trustors, hereby transfer and convey unto* I. R. Schulman, *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 $ 54,800.00 *, 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, and all sums 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 4th *day of* June, *19* 74

Esther Schulman
Esther Schulman

George Leon Schulman
George Leon Schulman

Ruth Schulman Coleman
Ruth Schulman Coleman

Herbert Julian Schulman
Herbert Julian Schulman

R. C. MATHEWS CONTRACTOR, INC.

By: R. C. Mathews
President

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, G. R. MORRISON, *a Notary Public in and for said County and State,* Esther Schulman, George Leon Schulman, Ruth Schulman Coleman and Herbert Julian Schulman,

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* 4th *day of* JUNE, *19* 74.

G. R. Morrison
Notary Public

Commission expires My Commission Expires May 23, 1977

STATE OF .....

COUNTY OF .....

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Personally appeared before me, ..., *a Notary Public in and for said County and State,* .....

.....

the within named bargainor ....., *with whom I am personally acquainted, and who acknowledged that* ..... *executed the within instrument for the purposes therein contained.*

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

.....*Notary Public*

Commission expires .....

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, FRANK L. SMITH, JR *a Notary Public of the State and County aforesaid, personally appeared* Robert C. H. Mathews, Jr., *with whom I am personally acquainted, and who, upon oath, acknowledged* himself *to be* President *of the* R. C. Mathews Contractor, Inc., *the within named bargainor, a corporation, and that* he *as such* President, *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* him *self as* President.

Witness my hand and seal, at office in Nashville, Tennessee, *this* 4TH *day of* JUNE, *19*74.

Frank L. Smith *Notary Public*

Commission expires 7-31-74

JUN-5 74	CONV	68,500.00			
JUN-5 74	MORT'G	54,800.00			
JUN-5 74	S'TAX		A*	178.10	
JUN-5 74	S'TAX		A*	52.80	
JUN-5 74	PR'FEE		A*	.50	
JUN-5 74	W'DEED		A*	8.00	* 239.40

INSTALLMENT DEED

FROM Esther Schulman et al

TO R. C. Mathews Contractor, Inc.

C 57488

IDENTIF. REFERENCE

JUN 5 1 48 PM '74

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE