Installment Deed

BOOK 4877 PAGE 740

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Larry Russell Cole	Same	104-8-282
(NAME:)	(NAME:)	
1509 - 17th Ave. South		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tenn.		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Twenty Six Thousand, Five Hundred and 00/100 Dollars ($26,500.00) *Dollars,*

of which Six Thousand Dollars ($6,000.00) *Dollars, has been paid in cash,*

by Larry Russell Cole, *the receipt of which is hereby acknowledged, and for the remainder* of Twenty Thousand, Five Hundred and 00/100 Dollars ($20,500.00) *Dollars,*

the said Larry Russell Cole has executed and delivered to the seller a note of even date herewith in the principal sum of Twenty Thousand, Five Hundred Dollars ($20,500.00) with interest from January 1, 1975 at nine and one-fourth per cent per annum (9¼%), payable in 119 equal monthly installments of $187.76 each, which installments shall be applied first to the payment of interest on the principal sum remaining unpaid from time to time and second to the payment of principal; the first such payment being due and payable February 1, 1975, with the 120th and final installment in the amount of approximately Fourteen Thousand, Eight Hundred Fifty and 60/100 Dollars ($14,850.60) due and payable January 1, 1985,

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, First American National Bank, Nashville, Tennessee, as Trustee with full power to transfer and convey without the joinder of any beneficiary,

Xxxx this day bargained and sold, and has/does *hereby transfer and convey unto the said* Larry Russell Cole, a single person, his *(successors), heirs and assigns,*

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

Being Lot No. 6 on the Plan of O. H. Shields' Subdivision of record in Book 161, page 158, Register's Office for said County.

Said Lot No. 6 fronts 55-1/2 feet on the west side of 17th Avenue South, formerly Adison Street, and extends back between parallel lines 157.9 feet to an alley in the rear.

Being the same property conveyed to First American National Bank a national banking corporation with its office located in Nashville, Tennessee, as Trustee, its successors and assigns with full power by deed from Ina Corinne Brown of record in Book 4874, page 865, Register's Office for Davidson County, Tennessee.

THIS INSTRUMENT PREPARED BY:

[illegible], Attorney

[illegible] Life & [illegible] City Tow[illegible]

Nashville, Tenn[illegible]

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 26,500.00

Subscribed and sworn to before me, this the 23rd day of December, 1974

My commission expires: Jan 24, 1976

(Affix Seal)

Larry Russell Cole
Affiant

Notary Public

unimproved ( )
This is improved (X) property, known as 1509 - 17th Avenue, South, Nashville, Tennessee, 37212
(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 Larry Russell Cole his *(successors), heirs and assigns forever.* Grantor s it is *covenant that* 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 to taxes for the year 1974 which have been pro-rated and adjusted in the settlement. Grantor, First American National Bank, Trustee as aforesaid in making the covenants and waranties herein contained does so as fully as it could or ought to do but in its capacity as Trustee and not otherwise.

Grantor s s itself and its successors *further covenant and bind* [redacted], *to warrant and forever defend the title to said real estate to said* Larry Russell Cole, his *(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 Larry Russell Cole, s s Larry B. Eley *hereinafter referred to as trustors, hereby transfer and convey unto, 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 $ 20,000.00 *, 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, 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.

BOOK 4877 PAGE 742

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 23rd *day of* December, 19 74

FIRST AMERICAN NATIONAL BANK, TRUSTEE

By _____
V.P. & T.O.

_____
Larry Russell Cole

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, _____, *a Notary Public in and for said County and State,* Larry Russell Cole, a single person,

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 *Tennessee, this* 23rd *day of* December, 19 74

_____ *Notary Public*

Commission expires Jan 24, 1976

BOOK 4877 PAGE 743

STATE OF.....
COUNTY OF.....

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, Larry B. Eley, *a Notary Public of the State and County aforesaid, personally appeared* Fred E. Sparks, *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* Vice-Pres & Trust Officer *of the* First American National Bank, *the within named bargainor, a corporation, and that* he *as such* Vice Pres & Trust Officer, *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* Vice Pres & Trust Officer.

Witness my hand and seal, at office in Nashville,
this 23rd *day of* December, 19 74

Larry B. Eley *Notary Public*

Commission expires 4-30-75

LARRY B. ELEY NOTARY PUBLIC DAVIDSON COUNTY EXPIRES APR. 30, 1975

INSTALLMENT DEED

FROM

FIRST AMERICAN NATIONAL BANK, TRUSTEE

TO

Larry Russell Cole

DEC27 74	CONV	26,500.00				
DEC27 74	MORT'G	20,500.00				
DEC27 74 S'TAX			A*	68.90		
DEC27 74 S'TAX			A*	18.50		
DEC27 74 PR'FEE			A*	.50		
DEC27 74	W'DEED		A*	8.00	*	95.90

C 8 2 6 7 8

IDENTIF. REFERENCE

Dec 27 3 49 PM '74

FELIX Z. WILSON JR REGISTER
DAVIDSON COUNTY, TENN.

Folk, Jordan Co.

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