| ADDRESS NEW OWNER(S) AS FOLLOWS: | SEND TAX BILLS TO: BOOK 4882 PAGE 834 | MAP-PARCEL NUMBERS: |
|---|---|---|
| Mrs. Hettie E. Smith,<br>Miss Betty J. Smith<br>1328 Seventh Ave. N.<br>Nashville, Tenn. 37208 | Mrs. Hettie E. Smith.<br>1328 Seventh Ave. N.<br>Nashville, Tenn. 37208 | Map 82-9<br>Par. 27 mo |

(NAME) (STREET ADDRESS OR ROUTE NUMBER) (CITY) (P. O. ZONE) (STATE)

(NAME) (STREET ADDRESS) (CITY) (ZONE) (STATE)

## INSTALLMENT DEED

FOR AND IN CONSIDERATION OF the sum of ---------- ($5,000.00) ----------

Five thousand and no/100---------- DOLLARS

of which $ 250.00 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 one promissory note of even date herewith for Four thousand seven hundred and fifty Dollars, ($4,750.00) payable to the order of Harry Diamond or Ida Diamond, in monthly installments of Fifty Dollars, ($50.00) each, to be applied first to the payment of interest at 8 per cent per annum on said 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. The first installment falling due on the 10th day of February, and one installment falling due on each succeeding month thereafter, until the entire amount, both interest and principal, have been paid in full.

This instrument prepared by
Harry Diamond, Attorney
78 S. Mendenhall Rd.
Memphis, Tenn. 38117

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, Harry Diamond and wife, Ida Diamond

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Hettie E. Smith and Betty J. Smith, as joint tenants with right of survivorship,

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

Land in Davidson County, Tennessee, being lot No. 27 on the Map of the North Nashville Real Estate Company's Plan of Lots, as of record in Book 21, page 105, Register's Office for said County. Said Lot No. 27 fronts 50 feet on the easterly side of Seventh Avenue North, formerly Vine Street, and runs back between lines, 174 feet 11 inches on the southerly line, and 175.6 feet on the northerly line, to an alley, on which it measures 50 feet.
Being the same property conveyed to Harry Diamond et ux., by deed from Beulah Brown, as of record in Book 4130, page 834, Register's Office for Davidson County, Tennessee.

Back Taxes are to be paid by seller,
Taxes for 1975 are to be paid by purchaser.

Subject to letter from Metropolitian Codes Administration.
The gas space heaters are part of the realty.

This is improved (X)
unimproved ( ) property known as 1318 Seventh Ave. N. Nashville, Tenn. 37208
(House Number) (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 convenant 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 Larry A. Diamond 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 $ 3,000.00 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 past 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 10th day of January 19 75

✓ Harry Diamond — ✓ Betty J. Smith

✓ Ida Diamond — ✓ Hettie E. Smith

JAN21 75 CONV +5,000.00

JAN21 75 MORT'G +11,750.00

JAN21 75 STAX A* 13.00

JAN21 75 STAX A* 2.70

JAN21 75 DEED A* .50

JAN21 75 W'DEED ✓ Betty* 8.00 Smith 2220

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 5,000.00

Affiant

Subscribed and sworn to before me, this the 21 day of Jan. 19 75

My commission expires MY COMMISSION EXPIRES AUGUST 16, 1977 (Affix Seal)

Rose Marie Johnson
Notary Public

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, Sam T. Switzer, a Notary Public in and for said County and State, the within named Harry Diamond and wife, Ida Diamond the 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 Memphis, Tenn. this 14 day of January 19 75

Commission Expires MY COMMISSION EXPIRES OCTOBER 15, 1978

Sam T. Switzer
Notary Public

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Rose Marie Johnson a Notary Public in and for said County and State, the within named Hettie E. Smith and Betty J. Smith, 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 seal, at office in Nashville, Tennessee this 21 day of January 19 75

Commission Expires MY COMMISSION EXPIRES AUGUST 16, 1977

Rose Marie Johnson
Notary Public

INSTALLMENT DEED

FROM Harry Diamond et ux..

TO Hettie E. Smith and Betty J. Smith

C 84999

IDENTIF. REFERENCE

JAN 21 2 14 PM '75

FELIX E. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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

Published by
Tennessee Title
Office of
Pioneer National Title Insurance Company
Suite 2114 — Parkway Towers
404 James Robertson Parkway
NASHVILLE, TENNESSEE 37219
Phone 259-2290

FORM NO. 1005—HESSEY 4-1-73