Installment Deed

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ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Ann Edwards (NAME:) 706 Third Ave, S	Ann Edwards (NAME:) 706 Third Ave. S.	93-11-157
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tenn. 37210 (CITY) (P. O. ZONE) (STATE)	(STREET ADDRESS) Nashville, Tenn. 37210 (CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of ($12,000.00)

Twelve Thousand and no/100 ---------- *Dollars,*

of which ($2,000.00)

Two Thousand and no/100 ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder ($10,000.00)

Ten Thousand and no/100 ---------- *Dollars,*

Evelyn W. Edwards and Annie S. Edwards

ha ve *executed*

their promissory lien note in the amount of Ten Thousand Dollars, ($10,000.00) payable to the order of Harry Diamond or Ida Diamond, in 120 equal monthly installments including interest at six per cent per annum on the unpaid balance. The first payment is due and payable on May 10, 1976, and one payment is due and payable on the 10th day of each succeeding month, until the entire amount, both interest and principal, have 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, Harry Diamond and wife, Ida Diamond

have this day bargained and sold, and do hereby transfer and convey unto the said

Evelyn W. Edwards, and Annie S. Edwards,

their ~~heirs~~ *heirs and assigns,*

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

TRACT I. Being part of lot No. 5 in Campbell's Addition to South Nashville, as of record in Book "U" pages 682 and 683, Register's Office for said County. According to a survey made by Norris H. Hickerson, surveyor, October 4, 1952, said part of lot No. 5 fronts 45 feet on the westerly side of Second Avenue, South and runs back between lines with the southerly margin of Elm Street, 143.5 feet to an alley, measuring 44 feet thereon.

Being the same property conveyed to Harry Diamond and wife, Ida Diamond by deed from Elkin Garfinkle, Trustee, of record in Book 2488, page 13, Register's Office for Davidson County, Tennessee.

TRACT II. Being the northerly 29 feet of lot No. 6 on the Campbell's South Nashville Plan of Lots, as of record in Book "U" pages 682 and 683, Register's Office for said County.

Said part of lot No. 6 fronts 29 feet on the westerly side of Second Avenue, South and runs back between parallel lines 143 1/2 feet to an alley.

Being the same property conveyed to Harry Diamond and wife, Ida Diamond, by deed from Elkin Garfinkle, Trustee, of record in Book 2488,page 15, Register's Office for Davidson County, Tennessee.

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

It is agreed and understood between the Grantors, Harry Diamond and wife, Ida Diamond, and the Grantees, Evelyn W. Edwards, and Annie S. Edwards that the existing improvements or structures located on the hereinabove described real property may be removed, altered, or completely destroyed and torn down by the Grantees, their agents and assigns at any time the Grantees so elect. It is further agreed and understood that the Grantees are relieved of the provisions in this installment deed, as hereinafter set out, requiring them to maintain fire insurance on the property.

The actual consideration for this transfer or value of property (whichever is greater) is $12,000.00. This is equal to or greater than the property would bring at a fair and voluntary sale.

[signature] Attorney

Sworn to and subscribed before me this 23rd day of April, 1976.

[signature]

My commission expires April 26, 1978.

This is unimproved ( ) improved (X) property, known as 703-705 (House Number) Second Ave, S. (Street) Nashville, Tenn. 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 grantees, their ~~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.*

Taxes for the year 1976 are assumed by the purchasers.

Not included in this transaction are the gas stoves, otherwise known as gas space heaters which are in each apartment.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* grantees, their ~~successors~~ (~~Grantee~~), *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 Evelyn W. Edwards and Annie S. Edwards *hereinafter referred to as trustors, 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 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 $ None, *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.

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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, [redacted] on this the 10th *day of* April, *19* 76

Harry Diamond

Ida Diamond

Evelyn W. Edwards

Annie S. Edwards

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Evelyn W. Edwards and Annie S. Edwards,

the within named bargainor, 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, Tenn *Tennessee, this* 22nd *day of* April, *19* 76

RICHARD S. ROBERTS NOTARY PUBLIC DAVIDSON COUNTY

L. R. Roberts *Notary Public*

Commission expires April 26, 1978

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STATE OF TENNESSEE }
COUNTY OF SHELBY }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Harry Diamond and wife, Ida Diamond

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 Memphis, Tennessee,
this 13 *day of* April, *19* 76.

Peggy Sullivan *Notary Public*

Commission expires 4-11-79

PEGGY S. SULLIVAN NOTARY PUBLIC SHELBY COUNTY, TENN.

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 .....

APR 23 76	CONV	12,000.00			
APR 23 76	MORT'G	10,000.00			
APR 23 76	S'TAX		B*	31.20	
APR 23 76	S'TAX		B*	8.00	
APR 23 76	PR'FEE		B*	.50	
APR 23 76	W'DEED		B*	8.00	* 47.70

INSTALLMENT DEED

FROM

Harry Diamond et ux.,

TO

Evelyn W. Edwards et al.,

D 46004

IDENTIF. REFERENCE

APR 23 11 18 AM '76

FELIX [illegible] REGISTER
DAVIDSON COUNTY, TENN.

Compliments of

Guaranty Title Company

A Division of

Kansas City Title Insurance Company

American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE

FILE TENNESSEE TITLE CO.