Installment Deed

BOOK 5043 PAGE 183

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
MURFREESBORO LAND COMPANY	S A M E	
C/o BILL HOOTEN	(NAME):	93-9
~~P.O. Box~~ 211 N. Bridge St.		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	256
Murfreesboro, Tenn. 37130		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of FORTY-NINE THOUSAND AND NO/100--------

($49,000.00)---------- *Dollars,*

of which TEN THOUSAND AND NO/100----------($10,000.00)--------

---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder THIRTY-NINE THOUSAND AND NO/100---

($39,000.00)---------- *Dollars,*

WILLIAM J. DONOHO, JR., JOHN WAYNE GRIFFIN, BILL HOOTEN and

GEORGE KERRICK *have executed*

their Promissory Note in said amount, of even date herewith, payable to the order of RALPH SOLOMON, et ux RUTH V. SOLOMON, payable as follows: On the first day of July, 1977, the sum of SEVEN THOUSAND EIGHT HUNDRED AND NO/100----($7,800.00)--DOLLARS principal, and interest on the unpaid balance at the rate of 8% per annum, and on the first day of July, of each succeeding four (4) years a similar sum of principal, plus interest at the said rate of 8% per annum, until the full amount shall be 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, RALPH SOLOMON, et ux

RUTH V. SOLOMON

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

a partnership composed of WILLIAM J. DONOHO, JR., JOHN WAYNE GRIFFIN, BILL HOOTEN and

GEORGE KERRICK, hereinafter called GRANTEES, their *(successors), heirs and assigns,*

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

Land in Davidson County, Tennessee, being the easterly 1/2 of Lot No. 183 on the Plan of McNairy, Kirkman and Porter as of record in Book 9, page 322, Register's Office for said County.

Said part of said lot fronts 50 feet on the northerly side of Demonbreun Street and runs back between parallel lines along the westerly margin of 15th Avenue, South, 166 feet to an alley.

Being the same property conveyed to Ralph Solomon and wife, Ruth V. Solomon, by installment deed from C. Dewees Berry and Mary T. Berry of record in Book 3278, page 171, Register's Office for Davidson County, Tennessee.

INCLUDED IN THE ABOVE DESCRIPTION, BUT EXCLUDED FROM THIS CONVEYANCE IS THE FOLLOWING PARCEL CONDEMNED BY INSTRUMENT OF RECORD IN BOOK 4416, PAGE 425 DESCRIBED AS FOLLOWS;

Beginning at the intersection of the northerly margin of Demonbreun Street and the westerly margin of 15th Avenue said point being the southeast corner of Lot 183 on the Plan of McNairy, Kirkman and Porter, as of record in Book 9, Page 322, Register's Office for Davidson County, Tennessee; thence with the westerly mar-

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater for this transfer is $ 49,000.00

Affiant

Subscribed and sworn to before me, this the 30th day of June 19 76

My commission expires: 5-14-80

(Affix Seal)

Notary Public

-gin of 15th Avenue and the easterly boundary of said Lot 183, north 27 degrees 17 minutes 40 seconds west 23.20 feet to a point, thence southerly along an arc of radius 25 feet and curving to the right 29.81 feet to a point in the northerly margin of Demonbreun Street; thence with the northerly margin of Demonbreun Street and the southerly boundary of said Lot 183 north 62 degrees 36 minutes 27 seconds east 15.75 feet to the point of beginning, containing 81 square feet and being part of the same property vested in Ralph Solomon and wife, Ruth V. Solomon by deed from C. Dewees Berry and Mary T. Berry as of record in Book 3256, Page 295, re-recorded in Book 3278, Page 171, Register's Office, Davidson County, Tennessee.

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THIS CONVEYANCE IS MADE SUBJECT TO EASEMENTS OF RECORD IN BOOK 4416, PAGE 425, SAID EASEMENTS BEING A DRAINAGE EASEMENT AND TWO SLOPE EASEMENTS THEREIN DESCRIBED.

GRANTEES HEREIN AGREE TO FURNISH TO GRANTOR A PAID TAX RECEIPT, AT LEAST THIRTY (30) DAYS PRIOR TO THE DATE ON WHICH SUCH TAXES SHALL BECOME DELINQUENT, AND THAT AN INSURANCE POLICY IN AN AMOUNT NOT LESS THAN THE OUTSTANDING PRINCIPAL BALANCE OF THE LOAN SECURED BY THIS INSTALLMENT DEED.

This is unimproved ( ) improved (X) property, known as 1500 Demonbreum Street, 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 MURFREESBORO LAND COMPANY, a partnership, 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.*

We *further covenant and bind* ourselves *our heirs and representatives, to warrant and forever defend the title to said real estate to said* GRANTEES *(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 GRANTEES *hereinafter referred to as trustors, hereby transfer and convey unto* ALAN L. SATURN, *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 $ Outstanding balance of loan *, 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 5048 PAGE 185

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 30th *day of* June *, 19* 76

William J. Donoho Jr.
John Wayne Griffin
Bill Hooten
Georgia Kerrick
Ralph Solomon
Ruth V. Solomon

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned *, a Notary Public in and for said County and State,* WILLIAM J. DONOHO, JR., JOHN WAYNE GRIFFIN, BILL HOOTEN and GEORGIA KERRICK, being all of the partners of MURFREESBORO LAND COMPANY, a partnership,

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* 30th *day of* June *, 19* 76

Paul V. Knopf
Notary Public

Commission expires 5-14-80

PAUL V. KNOPF NOTARY PUBLIC DAVIDSON CO.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* RALPH SOLOMON and wife, RUTH V. SOLOMON

*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 *this* 30th *day of* June, *19* 76

Paul Vinnopf *Notary Public*

Commission expires 5-14-80

PAUL VINNOPF NOTARY PUBLIC DAVIDSON 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 corporation by* .....*self as* .....

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

.....*Notary Public*

Commission expires .....

INSTALLMENT DEED

FROM

RALPH SOLOMON, et ux

TO

RUTH V. SOLOMON

TO

MURFREESBORO LAND COMPANY,

A Partnership

Acceptance of Deed

Please mail RECORDED DEED TO:

Alan L. Saturn, Esquire
24th Floor
First American Center
Nashville, Tennessee 37238

D 59452

IDENTIF. REFERENCE

JUL 21 10 36 AM '76

FELIX [illegible] REGISTER
DAVIDSON COUNTY, TENN.

Chicago Title Insurance Company
First American Center — Phone 255-4631
NASHVILLE, TENNESSEE 37238

JUL 21 76	CONV	49,000.00		
JUL 21 76	MORT'G	39,000.00		
JUL 21 76	S'TAX		B* 127.40	
JUL 21 76	S'TAX		B* 37.00	
JUL 21 76	PR'FEE		B* .50	
JUL 21 76	W'DEED		B* 8.00	* 172.90