Mail j

BOOK 5092 PAGE 662

TENNESSEE TITLE COMPANY

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS:
Emmerson F. Mayors, et ux (NAME)	Community Federal Savings & Loan Assn. (NAME)	Map 118-1
1001 Halcyon Street (STREET ADDRESS OR ROUTE NUMBER)	2701 Jefferson Street (STREET ADDRESS)	Parcel 228
Nashville, Tn. (CITY) (P. O. ZONE) (STATE)	Nashville, Tn. 37208 (CITY) (ZONE) (STATE)	

INSTALLMENT DEED

FOR AND IN CONSIDERATION OF the sum of Twenty-Three Thousand Five Hundred ($23,500.00) DOLLARS

of which $ 2,000.00 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 assumed and agreed to pay the balance due on a certain promissory note dated 30 November 1976 made by the undersigned grantors to Community Federal Savings & Loan Association of Nashville in the principal sum of $19,000.00 with interest at the rate of nine (9) per centum per annum on the unpaid balance, said principal and interest to be paid $152.88 on the 30th day of December, 1976, and a like sum on the same day of each month thereafter, to be applied first to interest on the unpaid balance and the remainder to principal until said debt is paid in full, and in addition, said grantees have executed a second promissory note of even date herewith in sum of Two Thousand Five Hundred ($2,500.00) Dollars payable to the undersigned grantors, Barbara Kurland and husband, Sheldon Kurland, with interest at the rate of nine (9) per centum per annum on the unpaid balance, said principal and interest to be paid $30.00 on the 1st day of January, 1977, and a like sum on the same day each month thereafter, to be applied first to interest on the unpaid balance and the mainder to principal until said debt is paid in full. Said promissory note to Community Federal Savings & Loan Association of Nashville in sum of $19,000.00 is secured by vendor's lien retained in installment deed to Alfred C. Galloway, Trustee, as of record in Book 5092 page 860, said Register's Office, and the lien hereinafter retained in this instrument to secure payment of said $2,500.00 note to the undersigned grantors is subject and subordinate to said first vendor's lien and trust provision retained in said deed of record in Book _____, page _____, said Register's Office, to Alfred C. Galloway, Trustee, and an event of default in ~~said~~ installment deed to Alfred C. Galloway, Trustee, will likewise constitute an event of default under this instrument.

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.

Barbara Kurland and husband, Sheldon Kurland,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

Emmerson J. Majors and wife, Janie M. Majors,

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

Land in Davidson County, Tennessee, being Lot No. 28 on the Map of Noels' Idlewild Subdivision of record in Book 161, page 120, Register's Office for said County. Said Lot No. 28 fronts 48 feet on the southerly side of Halcyon Avenue and runs back between lines 150 feet on the westerly line and 151 feet on the easterly line, along the westerly margin of the right-of-way of the old Nashville Railway & Light Company, to an alley in the rear on which it measures 55.5 feet. Being the same property conveyed to Barbara Kurland and husband, Sheldon Kurland, by deed from Community Federal Savings & Loan Association of Nashville of record in Book _____, page _____, said Register's Office.

This instrument was prepared by Atty. Avon N. Williams, Jr., Parkway Towers.

DEC-27	CONV	23,500.00		
DEC-27	MORT'G	*2,500.00		
DEC-27 S'TAX			B* 61.10	
DEC-27 S'TAX			B* .50	
DEC-27 PR'FEE			B* .50	
DEC-27	MDEED		[illegible]	* 66.10

This is improved ( ) unimproved (X) property known as 1001 Halcyon Street, Nashville, Tn.
(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, except for all current and back real estate taxes, which grantees assume and agree to pay. 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 Hobart Martin, 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 all encumbrances til 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 1st day of December, 19 76.

Emmerson F Majors
Emmerson F. Majors

Janie M. Majors
Janie M. Majors

Barbara Kurland
Barbara Kurland

Sheldon Kurland
Sheldon Kurland

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 23,500.00

Affiant

Subscribed and sworn to before me, this the 1st day of December, 19 76

My commission expires 8-30-78 (Affix Seal)

Notary Public

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, A C Walker, a Notary Public in and for said County and State, the within named Barbara Kurland and husband, Sheldon Kurland, 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 Nashville, Tn. this 1st day of December, 19 76

Commission Expires 8-30-78

Notary Public

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, A C Walker, a Notary Public of the State and County aforesaid, personally appeared Majors, Emmerson F. Majors & wife, Janie M., with whom I am personally acquainted, and who, upon oath, acknowledged that they executed the foregoing instrument for the purpose therein contained.

Witness my hand and seal, at Nashville, Tn. this 1st day of December, 19 76

Notary Public

Commission Expires 8-30-78

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

INSTALLMENT DEED

FROM BARBARA KURLAND, ET VIR

TO EMMERSON F. MAJORS, ET UX

D 79375

IDENTIF. REFERENCE

DEC 2 9 48 AM '76

FELIX [illegible] REGISTER
DAVIDSON COUNTY, TENN.

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