Installment Deed

Box 1

ADDRESS NEW OWNER (S) AS FOLLOW	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Harold E. Bowers	SAME	Map 81-10
(NAME:)	(NAME:)	
2401 Santi Avenue		Parcel 206
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS) BOOK 5316 PAGE 680	8DA-04885
Nashville, TN 37208		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Two Thousand and No/100 ($2,000.00) *Dollars, of which* Two Hundred and No/100 ($200.00) *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* One Thousand Eight Hundred and No/100 ($1,800.00) *Dollars,*

Harold E. Bowers, unmarried, *has executed*

his promissory note of even date herewith in the principal amount of One Thousand Eight Hundred and No/100 ($1,800.00) Dollars, payable to the order of Alice Betts in thirty (30) consecutive, equal monthly installments as stated therein, with interest on the unpaid principal balance at the rate of eight (8%) percent per annum, the first such installment being due on August 2, 1978.

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, Alice Betts and husband, Richard Betts, Sr. (the "Grantors"), *have this day bargained and sold, and do hereby transfer and convey unto the said* Harold E. Bowers, unmarried (the "Grantee"), his *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

A tract or parcel of land in Davidson County, Tennessee, more particularly described in Exhibit A, which is attached hereto and incorporated herein by reference.

Said property is sold and conveyed subject to 1978 real property taxes, any and all matters of record, and all matters contained in that certain letter from the Metropolitan Government of Nashville and Davidson County, Tennessee, Department of Codes Administration, to Alice Betts, a copy of which is attached hereto as Exhibit B and incorporated herein by reference.

CONV *2,000.00

JUL 27 80 S'TAX B* 5.20

JUL 27 80 PR'FEE B* .50

JUL 27 80 W'DEED B* 10.00 * 15.70

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 2,000.00

Subscribed and sworn to before me, this the 26th day of July, 19 78

Affiant

My commission expires: 8-1-81

(Affix Seal)

Notary Public

This is (unimproved ( ) / improved (X)) property, known as 2401 Santi Avenue, Nashville, TN 37208 (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 Grantee, his *(successors), heirs and assigns forever.* Grantors *covenant that* they 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 as stated herein. Grantors *further covenant and bind* themselves, their *heirs and representatives, to warrant and forever defend the title to said real estate to said* Grantee, 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 Harold E. Bowers, unmarried *hereinafter referred to as trustors, hereby transfer and convey unto* J. Greer Cummings, Jr., *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 $ 6,000.00 *, 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 10 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

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 Registers 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.

Witness our hands this 26 day of July, 19 78, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

Harold E. Bowers
HAROLD E. BOWERS

Alice Betts
ALICE BETTS

Richard Betts Sr
RICHARD BETTS, SR.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Sandra K. Harris, a Notary Public in and for said County and State, Alice Betts, and husband, Richard Betts, Sr. and Harold E. Bowers

the within named 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 official seal at Nashville, Tennessee, this 26th day of July, 19 78

Sandra K. Harris
Notary Public

SANDRA K. HARRIS NOTARY PUBLIC DAVIDSON COUNTY

Commission expires 8-1-81

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

TO

E 7 9 1 5 2

IDENTIF. REFERENCE

JUL 27 10 11 AM '78

FELIX Z. PILSON REGISTER
DAVIDSON COUNTY, TENN.

Compliments of

GUARANTY TITLE

Office of

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

EXHIBIT A

Being part of Lot No. 119 on the map of Cobb's Subdivision of Lot No. 6 of Harding's Bosley Tract, as of record in Book 161, page 155, Register's Office for Davidson County, Tennessee.

Said part of said Lot No. 119 begins at a point on the line of said lot on Santi Avenue (formerly Rose Street), 26.94 feet west of 24th Avenue North, and runs thence west along Santi Avenue (formerly Rose Street) 126.29 feet to an iron pin at the corner of an alley; thence south along the easterly side of said alley 87 feet to an iron pin; thence easterly along the southerly line of said lot 119, 123.65 feet to an iron pin (said iron pin being 26.35 feet south from 24th Avenue North); thence in a northerly direction 60.26 feet to the point of beginning.

Included in the foregoing, but expressly excluded from this conveyance, is the following described tract or parcel:

Beginning at a point on the southerly margin of Santi Avenue (formerly Rose Street), which point is 83.94 feet west of the southwest corner of the intersection of said Santi Avenue (formerly Rose Street) and 24th Avenue, North; thence in a westerly direction along said Santi Avenue (formerly Rose Street) 70.26 feet to the margin of a 15-foot alley; thence in a southerly direction with the easterly margin of said alley a distance of 87 feet to a point, being the common corner of Lots Nos. 119 and 120 on said plan; thence in an easterly direction with the dividing line between Lots 119 and 120 a distance of 62.65 feet to a point; thence north 10 degrees west a distance of 73 feet to the point of beginning.

Being the same property devised to Alice Betts under the Last Will and Testament of Katie Mitchell, of record in Will Book 80, page 273, in the Probate Court of Davidson County, Tennessee.

EXHIBIT B

RICHARD FULTON, MAYOR

BOOK 5316 PAGE 683

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

BUILDING
ELECTRICAL
HOUSING
PLUMBING
ZONING
DIVISION OF
WEIGHTS & MEASURES

DEPARTMENT OF CODES ADMINISTRATION
ROOM 101 METROPOLITAN OFFICE BUILDING
802 SECOND AVENUE, SOUTH
NASHVILLE, TENNESSEE 37201
259-6380

HOUSING INSPECTION REPORT

Name of Owner Alice Betts Address 3912 Phesant Drive

Location of Property 2401 Santi Street 81-10-206

As owner of the above property, you are requested in accordance with the provisions of the Housing Code, as promulgated by Section 20.01 of the Metropolitan Charter, to correct the deficiencies as listed not later than the date set out below. The items marked thus (*) will require a permit from this office, and in the case of plumbing and electrical work, only licensed persons are qualified to obtain such permits.

If any additional information is desired, please call 259-5701, between the hours of 8:00 a.m. to 4:30 p.m. Monday through Friday, or, if you like, you may call by the office at the Howard High Office Complex Building, 700 Second Avenue, South.

Name of Inspector James W. Upton Date of Inspection 4/19/78

Date Report Issued June 2, 1978 Correct on or before August 2, 1978

According to the Inspection Report, it will be necessary to make the following corrections in order that the building may comply with the provisions of the Housing Code:

1. Replace or repair defective light fixtures on front porch.
2. Rake out mortar joints of chimneys; replace brick and point up.
3. Repair roof where leaking throughout house and replace all decayed rafters and sheathing.
4. *Repair cornices, eaves and columns, replacing all faulty material with new or sound material and paint.
5. Replace all missing and defective siding and renail all loose siding.
6. *Overhaul front and rear porches by replacing all rotted or broken and missing parts with new or sound material and paint.
7. Apply at least one coat of good outside paint or provide some other weatherproof covering for all outside trim and exposed wood.
8. *Provide hatchway and exterior doors to be reasonably weathertight and rodent-proof.

Form DCA-H4

9. *Take down and remove dilapidated fences and shed and do not rebuild without a permit.

10. Rid premises of rodents, infestation and vermin and take adequate steps to prevent further infestation.

11. *Replace all rotted, missing or defective flooring in kitchen and bathroom.

12. *Overhaul windows throughout house; provide sound sash and glass and restore to good working condition.

13. Provide adequate heating system properly installed, maintained in safe working condition capable of heating all habitable rooms and bathrooms to a temperature of 70 degrees F. when outside temperature is 0 degrees F. as per Section 6.5 of the Housing Code.

14. Provide screens for all windows and doors leading to the outside from May 1 through September 30, as per Section 6.7 of the Housing Code.

15. Replace or repair all damaged interior walls, ceilings, floors, and doors; paint or otherwise provide a clean finish for all walls, floors, doors, ceilings and woodwork.

16. Provide floor covering for bathroom and kitchen so as to be reasonably impervious to water.

17. Provide metal regulation garbage container with cover, not to exceed 30 gallons.

18. Thoroughly clean all plumbing fixtures and keep in a clean and sanitary condition.

19. *Provide adequate ventilation for bathroom, openable window or exhaust fan, as per Section 6.3 of the Housing Code.

20. Remove used lumber from yard within 10 days of receipt of this notice.

NOTIFY INSPECTOR WHEN WORK IS COMPLETED.

*OBTAIN PERMITS AT ROOM 104, METRO OFFICE BUILDING, BEFORE STARTING WORK.

NOTE: This inspection report does not include a complete and detailed inspection of the plumbing and electrical systems.

Very truly yours,

H. R. Gordon

H. R. Gordon
Housing Inspections Supervisor

JWU:jw