8686 59/04 241.00- CHECK

# Installment Deed

S. Ralph Gordon, Atty.
Suite 1112 Parkway Towers
Nashville, TN 37219

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| Fisk University (NAME) | Home Federal Savings & Loan (NAME) | 81-15 |
| 17th Avenue, North (STREET ADDRESS OR ROUTE NUMBER) | 4th Avenue, North (STREET ADDRESS) | 61 |
| Nashville, TN (CITY) (P. O. ZONE) (STATE) | Nashville, TN (CITY) (ZONE) (STATE) | |

BOOK 5492 PAGE 232

*FOR AND IN CONSIDERATION of the sum of* Seventy Thousand and no/100 - - - - - - - - - - - - - - - - - - - - - - - - - ($70,000.) - - - - - - - - - - - - - - *Dollars, of which* Four Thousand Five Hundred Two and 50/100 - - - - - - - - - - - - - - - - - - - - - ($4,502.50) - - - - - - - - - - - - - *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* has assumed and agreed to pay the balance of a note secured by a deed of trust of record in ~~Dollars,~~ Book 3949, Page 566, R.O.D.C., Tennessee, and in addition thereto has executed its promissory note in the principle sum of XXXXXXXXXX $48,493.94 payable to S. Ralph Gordon et al in 40 quarterly installments of $1,212.35 each, plus accrued interest on the unpaid balance at the rate of 9% per annum, commencing on the 30th day of November, 1979, and thereafter a like payment on the last day of each succeeding quarter until both principle and interest are 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,* S. Ralph Gordon, Harry Gordon, Max H. Pollack and Barry Spero

*have this day bargained and sold, and do hereby transfer and convey unto the said* Fisk University its *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Land in Davidson County, Tennessee, being Lot No. 5 on the Plan of the Subdivision of Lot No. 2 belonging to Andrew J. Harding, as of record in Book 21, Page 138, Register's Office for said County.

SAID Lot No. 5 fronts 51 feet and 1 inch on the southerly side of Jefferson Street, and runs back 183 feet 7 inches on the easterly line, and 193 feet 3 inches on the westerly line to an alley and shows 50 feet on said alley.

Land in the 3rd Ward of the City of Nashville, Davidson County, Tennessee being Lot No. 6 on the Plan of Andrew J. Harding Subdivision, as of record in Book 21, Page 138, Register's Office for said County.

SAID Lot No. 6 fronts 51.1 feet on the southerly side of Jefferson Street and extends back between parallel lines 193.3 feet on the easterly line and 202.1 feet along the easterly margin of 17th Avenue North formerly Short Street, on the westerly line to an alley in the rear measuring 50 feet thereon.

INCLUDED in the above description but specifically excluded therefrom is that part of said Lot No. 6 which was conveyed to the City of Nashville

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }
The actual consideration or value whichever is greater, for this transfer is $70,000.
Subscribed and sworn to before me, this the 31st day of August 1979.
My commission expires: 5/11/81 (Affix Seal)
Affiant
[signature] Notary Public
NOTARY PUBLIC DAVIDSON COUNTY

by instrument of record in Book 168, Page 473, said Register's Office, for the relocation of Jefferson Street.

ALSO INCLUDED in above description, but excluded therefrom that said property conveyed to Miss Lee Stone and Miss Sally K. Stone, by deed from Edward P. Moore and wife, of record in Book 982, Page 5, Register's Office, for said County, described as follows:

BEGINNING on the easterly margin of Short Street at point 150 feet southerly from the southeast corner of Short and Jefferson Streets, and running along the easterly margin of Short Street in a southerly direction, 50 feet, more or less, to an alley 10 feet wide; thence along the northly margin of said alley, easterly 50 feet to the line of Lot No. 5 in said Subdivision; thence along said line, northly 50 feet, more or less, to the line of part of said Lot No. 6 formerly owned by R. F. Boyd; thence along said Boyd's line, westerly 50 feet to the beginning.

BEING the same property conveyed to S. Ralph Gordon, a 1/3 undivided interest; Harry Gordon, a 1/3 undivided interest, Max H. Pollack, a 1/6 undivided interest and Barry Spero, a 1/6 undivided interest by deed from Robert C. Murphy, Trustee, of record in Book 3911, Page 323, Register's Office for Davidson County, Tennessee.



This is (unimproved) (improved) property, known as 1611-1613 Jefferson (House Number) (Street) Nashville 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* Fisk University its *(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,* except as of record.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Fisk University its *(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* Fisk University *hereinafter referred to as trustors, hereby transfer and convey unto* S. Ralph Gordon, *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* $ 70,000. *, 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.*



*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* 31st *day of* August, *19*79.

Harry Gordon

Harry Gordon

S. Ralph Gordon

S. Ralph Gordon

Max H. Pollack

Max H. Pollack

Barry Spero

Barry Spero

FISK UNIVERSITY

By

Vice President

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

*Personally appeared before me,* The undersigned, *a Notary Public in and for said County and State,* Harry Gordon, S. Ralph Gordon and Max H. Pollack

*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* 31st *day of* August, *19*79.

Anna R. Totby
*Notary Public*

*Commission expires* 5/11/81

ANNA R. TOTBY NOTARY PUBLIC DAVIDSON COUNTY, TENN.

BOOK 5492 PAGE 235

STATE OF Ohio }
COUNTY OF Cuyahoga }

*Personally appeared before me,* The undersigned Barry Spero, *a Notary Public in and for said County and State,*

*the within named bargainor....., with whom I am personally acquainted, and who acknowledged that* he *executed the within instrument for the purposes therein contained.*

*Witness my hand and official seal at* Cleveland, Ohio
*this* 30th *day of* August, *19* 79

Sara Budin, *Notary Public*

*Commission expires* SARA BUDIN, Notary Public
State of Ohio - Cuyahoga County
My Commission Expires April 10, 1983

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

*Before me,* The undersigned, *a Notary Public of the State and County aforesaid, personally appeared* Sherman Jones, *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* Vice President *of the* Fisk University, *the within named bargainor, a corporation, and that* he *as such* Vice President, *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* him *self as* Vice President

*Witness my hand and seal at office in* Nashville, Tennessee,
*this* 31st *day of* August, *19* 79

Anna L. Toby, *Notary Public*

*Commission expires* 5/11/81

**INSTALLMENT DEED**

FROM S. Ralph Gordon et al

TO Fisk University

F-49711

IDENTIF. REFERENCE

SEP 4 9 42 AM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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

**OFFICIAL RECEIPT**

**FELIX Z. WILSON, II**

**REGISTER OF DAVIDSON COUNTY**
**NASHVILLE, TENNESSEE**

BOOK 5492 PAGE 236

RECEIVED OF _____

FOR _____

| | | |
|---|---|---|
| CO - CONVEYANCE | CC - CERTIFIED COPY | MISC - MISCELLANEOUS |
| MO - MORTGAGE | REL - RELEASE | CO TX - STATE TAX CONVEY |
| WD - WARRANTY DEED | UCC - UNIFORM COMMERCIAL CODE | MO TX - STATE TAX MORT |
| TD - TRUST DEED | | PRFEE - PROBATE FEE |

| DATE | SYMBOL | VALUATION | TAX AND FEES | TOTAL PAID |
|---|---|---|---|---|
| | | | 70[illegible].00- CO | |
| | | | 48493.94- MO | |
| | | | 180.00 CO TX | |
| | | | 48.50 MO TX | |
| | | | .50 PRFEE | |
| | | | 12.00 MISC | |
| | | | CHECK 241.00- | |
| 08/209/04/79 | | | ALL .00 | |

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F 4 9 7 1 1

↑

Identify Reference

Sept. 04 9:42 AM '79

Felix Z. Wilson II

Register

Davidson Co.

Tenn.

No: 709060