7935 [illegible] BOOK

BOOK 5750 PAGE 8

INSTALLMENT DEED

For and in Consideration of the sum of TWENTY-SIX THOUSAND AND NO/100 ($26,000.00) Dollars, of which ONE THOUSAND FIVE HUNDRED AND NO/100 (1,500.00) Dollars, has been paid in cash by Goldie Casas and Harvey W. Coombs the receipt of which is hereby acknowledged, and for the remainder TWENTY-FOUR THOUSAND FIVE HUNDRED AND NO/100 ($24,500.00) Dollars, the said Goldie Casas and Harvey W. Coombs ~~xxx~~ assume the remaining unpaid principal balance of $6,509.44 of record in Book 4426, Page 635, said Register's Office and the remaining unpaid principal balance of $4,585.91 of record in Book 5215, Page 395, said Register's Office and for the remainder the said Grantees execute their promissory note of even date herewith in the original principal sum of $13,404.65 payable to the order of Grantor and executed by the Grantee and given as part of the purchase money on the herein described property. Said note is payable in 95 consecutive monthly installments of $170.00 each, including interest being at the rate of 12 1/2% per annum on the unpaid principal sum and a 96th and final installment becoming due and payable on the 1st day of MAY, 1989 in the amount of the then unpaid principal sum plus any accrued interest. The first payment falling due on the 1st day of MAY, 1981 and continuing in consecutive monthly installments as aforesaid until both principal and interest are fully paid. Amounts paid will be credited first to interest* all of said notes bearing six per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, M. L. BARRETT AND WIFE, RACHEL S. BARRETT, THE GRANTORS have this day bargained and sold, and do hereby transfer and convey unto the said Goldie Casas and Harvey W. Coombs heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being the South part of Lot No. 8 on the Map of East Edgefield, of record in Book 21, Page 147, Register's Office for said County.

Said part of said lot fronts 81.5 feet on the West side of 12th Street and runs back between parallel lines, along the North margin of the first alley South of Woodland Street, 56 feet to a dead line.

Being the same property conveyed to M. L. Barrett and wife, Rachel S. Barrett by deed from Lyndall Roberts and wife, Margaret Roberts of record in Book 5215, Page 393, Register's Office for Davidson County, Tennessee.

This instrument is made subject to all applicable local government, planning, building and zoning regulations. This instrument was prepared from information furnished by the Grantor.

*due; balance to unpaid principal sum. If any default shall occur in the above described first and second liens herein mentioned, the holder of the debt herein secured may either declare said debt due and payable or they may advance such payment as may be in default on the above mentioned mortgage and charge and treat the amount so advanced as a part of the debt herein secured. The note secured herein will become due and payable in full in the event the land herein described is further**

This is unimproved (~~xx~~) improved property, known as 102 South 12th Street, Nashville, Tennessee
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

conveyed or sold by either contract, option or deed.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantors, their heirs and assigns forever. WE covenant that WE 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 AND OUR heirs and representatives, to warrant and forever defend the title to 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 Goldie Casas and Harvey L. Coombs

do hereby transfer and convey unto TOM G. COLEMAN, JR., 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 Goldie Casas and Harvey L. Coombs 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 $ INSURABLE INTEREST until 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 interst 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 Goldie Casas and Harvey L. Coombs 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 trust 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 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 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 BORROWERS 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 TOM G. COLEMAN, JR., Trustee, shall be vested in said successor.

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 ~~XXX~~ and hereunto set our hands at Nashville, Tennessee, this the 26 day of May 1981

x Goldie Casas

x Harvey W. Coombs

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named M. L. BARRETT AND WIFE, RACHEL S. BARRETT AND GOLDIE CASAS AND HARVEY W. COOMBS

the 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 DAVIDSON COUNTY, NASHVILLE Tennessee, this 26TH day of MAY, 1981

Commission Expires October 17, 1982

M. Lee Barrett, Notary Public.

STATE OF _____

_____ County.

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

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

Witness my hand and official seal at _____ this _____ day of _____, 19____

_____, Notary Public.

Commission Expires _____

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 5750 PAGE 11

Before me, , a Notary Public of the State and

County aforesaid, personally appeared ,

with whom I 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 .

(over for additional acknowledgements)

INSTALLMENT DEED

FROM M. L. BARRETT AND WIFE,

RACHEL S. BARRETT

TO

GOLDIE CASAS & HARVEY W. COOMBS

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

G. 4. 3 5 7 4

IDENTIF. REFERENCE

MAY 28 9 36 AM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

TOOLEY CO. NASHVILLE

MAIL TO:

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
GOLDIE CASAS AND HARVEY W. COOMBS (NAME)	Same (NAME)	Map 83-9
207 SOUTH 12TH STREET (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par 174
NASHVILLE, TN 37206 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	18W-13900

THIS INSTRUMENT WAS PREPARED BY

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 26,000.00 Harvey W. Coombs
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 26TH DAY OF MAY 1981

M. Lin Barrett
Notary Public

MY COMMISSION EXPIRES: October 7, 1982

(AFFIX SEAL)

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF BOOK 5750 PAGE 12

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
			26000.00- CO	
			13404.65- MO	
			67.60 CO TX	
			11.40 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK 91.50-	
7935A05/28/81			SAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G4.3574

IDENTIF. REFERENCE

MAY 28 9 36 AM '81

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TENN.

No. 824141