0066922

IDENTIF. # REFERENCE

95 JUN -5 PM 12:31

FELIX [illegible] REGISTER
DAVIDSON COUNTY, TN.

72-15
204

This Instrument Prepared By;
JOHN AARON HOLT
JACOBS, HOLT, & MASTEN
311 White Bridge Road
Nashville, Tennessee 37209
(615) 353-0930

BOOK 9691 PG 190

INSTALLMENT CONTRACT OF SALE

THIS AGREEMENT, made this 4 day of May, 1994, by and between GORDON FITZGERALD and Wife, GLADYS FITZGERALD, hereinafter referred to as "Seller," and ERNESTO MARTINEZ and Wife, CAROLINA MARTINEZ, hereinafter referred to as "Buyer";

WITNESSETH:

Seller has this day sold, and Buyer purchased, subject to all the terms and conditions hereof, the following described property, to-wit:

Land in Davidson County, Tennessee, being Lot No. 28 on the Map of Riverside Drive Subdivision, of record in Book 974, pages 60 and 61, Register's Office for said County, and the north one-half of Shinkle Avenue adjacent to Lot No. 28, said Shinkle Avenue having been closed by instrument of record in Book 1165, page 240, and in Book 1373, page 147, said Register's Office.

Said Lot No. 28 and said part of Shinkle Avenue, now closed, adjoin and front together 70 feet on the east side of Riverside Drive and extends back 199 feet, more or less, on the south line of a part of said Avenue now closed, and 195 feet, more or less, on the north line of Lot No. 28 to a dead line in the rear, on which they measure 70 feet.

Being the same property conveyed to Leon Louis Shwartz and wife, Edna E. Shwartz, by deed from Richard Ewing Jamison and wife, Susan W. Jamison, of record on Book 4312, page 569, R.O.D.C. and reconveyed to Leon Lewis Shwartz and wife, Edna E. Shwartz, as of record in Book 6165, page 53, R.O.D.C. Leon Lewis Shwartz having since died on 12-14-1989 and Edna E. Shwartz having since died on 12-16-1993. And being the same property conveyed to Gordon G. Fitzgerald by will of Edna E. Shwartz of record in Will Book 188, page 633, Probate Clerk's Office of Davidson County, Tennessee.

For the sum of Fifty Thousand & 00/100, ($50,000.00) Dollars, together with INTEREST AT THE RATE OF SEVEN (7) PERCENT PER ANNUM ON THE ENTIRE UNPAID BALANCE, payable as follows: Five Thousand & 00/100 ($5,000.00) Dollars cash, the receipt of which is hereby acknowledged, and the balance of Forty-Five Thousand and 00/100 ($45,000.00) Dollars payable as follows: One hundred eighty (180) consecutive monthly installments of Four Hundred Four and 47/100 ($404.47) Dollars beginning June 1, 1994.

The purchase price may be paid in full at any time without penalty, or the Buyer may pay any number of installments at any date; any amount which is prepaid by the buyer shall be applied against the next maturing installments.

Upon full payment and performance by the Buyer, of all the covenants and agreements herein contained, the Seller will cause to be delivered to the Buyer a Warranty Deed free and clear of all encumbrances but subject to all restrictions and easements of record and State and County taxes due and payable for the year in which sold and thereafter.

The Buyer shall pay all taxes as the same become due and will promptly pay all assessments of whatever nature that may be made against said tract of land from and after date of this contract. 1994 taxes shall be the responsibility of the Buyers. As part of the consideration of this instrument, and of the indebtedness secured hereunder, the undersigned Buyers agree to keep all buildings now or to be hereafter erected on said property, insured in some reliable fire insurance company, or companies, for the sum of $50,000.00, 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 Sellers.

All payments due hereunder and taxes and special assessments are payable without notice at Seller's address, 527 Eastboro Drive, Nashville, Tennessee 37209, or at any other place designated in writing by the Seller. Should default be made by the Buyer in the payment of any installment, taxes or special assessments, or in the performance of any of the covenants or agreements herein contained for a period of thirty (30) days, or should any notice of mechanic's or materialman's liens be filed upon said tract of land, then all payments shall become at once due and payable and upon failure of the Buyer to make immediate payment of the same then the Seller may, at its option cancel and terminate this agreement and take possession of said tract of land, removing therefrom the Buyer or those holding or claiming under, through, or by said Buyer without notice of demand, the same being expressly waived. In the event of such cancellation and termination by Seller, all payments theretofore made by the Buyer shall be retained by the Seller, not as a penalty, but as liquidated damages for the breach of this agreement by the Buyer.

In the event of any such cancellation by Seller, all rights of the Buyer under this contract and in and to said tract of land shall cease and terminate and the Buyer shall have no further right, title or interest, legal or equitable, in or to said tract of land.

This contract shall not be assignable by the Buyer without the written consent of the Seller.

The failure or omission of the Seller to declare this contract forfeited on any breach hereof shall not constitute a waiver of any future breach and shall not operate to bar, abridge or destroy the right of the Seller to declare the same forfeited upon any subsequent breach.

All covenants, and agreements herein contained shall extend to and be binding upon the successors and assigns of the Seller and upon the heirs, executors, administrators or assigns of the Buyer.

It is understood and agreed that the Buyer has read and clearly understood all the terms of this instrument; is of legal age; has inspected said property and has entered into the aforesaid agreements as a result of personal inspection and not upon the representation made by an officer or employee or agent of the Seller. This instrument contains the entire agreement of the parties and shall not be effected by any agreement or otherwise not contained herein.

Wherever the word "Buyer" appears in this contract it is understood it shall be considered plural in the event of the execution by more than one Buyer and shall be and become binding upon all who have so executed the same.

BUYER:

Ernesto Martinez
ERNESTO MARTINEZ

Carolina Martinez
CAROLINA MARTINEZ

SELLER:

Gordon Fitzgerald
GORDON FITZGERALD

Gladys Fitzgerald
GLADYS FITZGERALD

STATE OF TENNESSEE]
]
COUNTY OF DAVIDSON]

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Ernesto Martinez, and Wife, Carolina Martinez, the BUYERS, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 4 day of May, 1994.

John Aaron Holt
NOTARY PUBLIC

My commission expires: 1-25-97

7767 06/05 0101 CLASH 62.45

STATE OF TENNESSEE]
]
COUNTY OF DAVIDSON]

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Gordon Fitzgerald, and Wife, Gladys Fitzgerald, the Sellers, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 4 day of May, 1994.

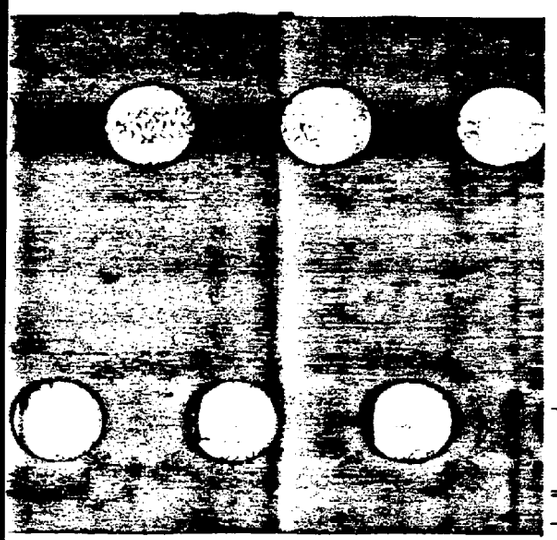
"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $ 45,000.00.

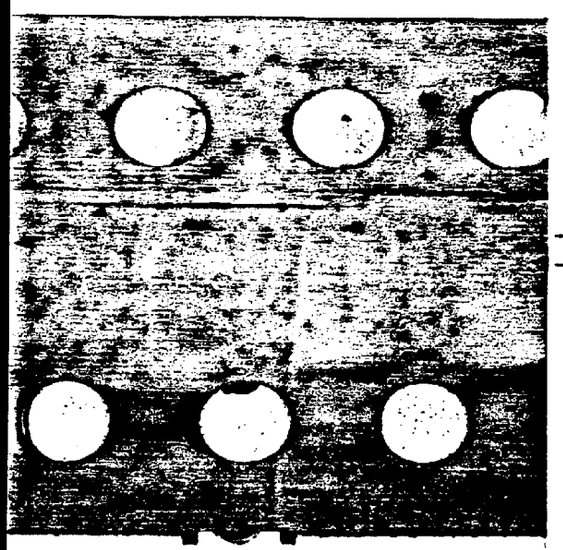
John Aaron Holt
NOTARY PUBLIC

My commission expires: 1-25-97

New Owner/Tax Bills
mail Ernesto Martinez
1701 Riverside Dr
Nashville Tn 37216

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 50,000
Carolina Martinez
AFFIANT
SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 5th DAY OF June 1995.
L. Chandler
Deputy Register





OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 9691 PG 193

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

MAMT	45000.00
MOR TX	49.45
PRFEE	1.00
MISC	12.00
TOTAL	62.45
CASH	62.45

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK 7767

0066922
IDENTIF. ↑ REFERENCE

95 JUN -5 PM 12:32
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 917062