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Map 93-6-3
Par. 78
M.o.

Installment Deed

Ok as to form. Richard E. Polk, atty.

FOR AND IN CONSIDERATION of the sum of THIRTY THOUSAND AND NO/100 ---------- ($30,000.00) ---------- *Dollars,*

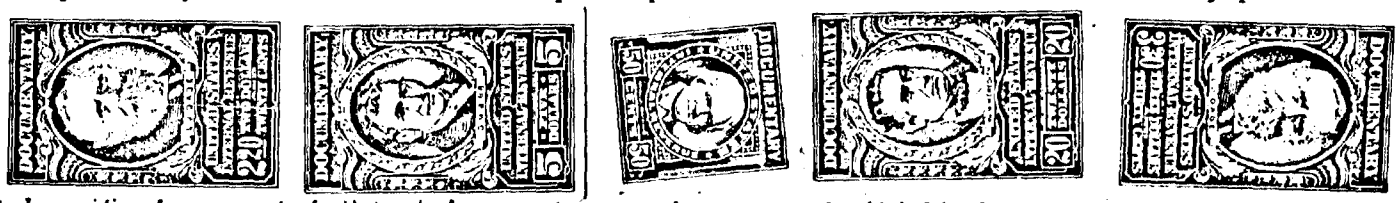
of which SEVEN THOUSAND AND NO/100 ---------- ($7,000.00) ---------- *Dollars, has been paid in cash,*

by Roy C. Acuff and wife, Mildred D. Acuff

the receipt of which is hereby acknowledged, and for the remainder TWENTY THREE THOUSAND AND NO/100 ---------- ($23,000.00) ---------- *Dollars,*

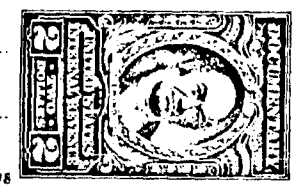
the said, Roy C. Acuff and wife, Mildred D. Acuff

have executed
and delivered their joint promissory note in the principal amount of TWENTY THREE THOUSAND AND NO/100 ($23,000.00) DOLLARS, payable to the order of WILLIAM N. HUNT AND GLADYS A. HUNT, due and payable in monthly installments of TWO HUNDRED AND NO/100 ($200.00) DOLLARS each, including interest at the rate of five (5%) per cent per annum from date on so much of the principal amount of $23,000.00 as remains unpaid from time to time with the remainder of each monthly installment applicable to the principal. THE first one of said installments falls due January 1, 1965 and the others, one, on the first day of each and every succeeding month respectively thereafter until both principal and interest will have been fully paid.



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, we, William N. Hunt and wife, Gladys A. Hunt

have this day bargained and sold, and do hereby transfer and convey unto the said Roy C. Acuff and wife, Mildred D. Acuff, their



(successors), heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows

Land in Davidson County, Tennessee, being part of lot No. 69 on the Plan of the Original Town of Nashville, not of record, described according to a survey made by E. R. Southgate, Surveyor, as follows:

Beginning on the northerly margin of Broadway, formerly Broad Street, at the southeast corner of the property conveyed to Adele S. Morrissey by deed from Vito A. Cerruti and wife, of record in book 1181, page 682, Register's Office for said County; thence with the northerly margin of Broadway eastwardly 41.5 feet to the southwest corner of the property conveyed to Robert Waite Clark by deed from D. E. Hooper, of record in book 3209, page 624, said Register's Office, said point being in the center of a party wall; thence with the center of said party wall and with the westerly line of said Clark property northwardly 128 feet 10 inches, more or less, to the southerly line of the property conveyed to Eugene Rovegno et al, by deed from Elkin Garfinkle, Trustee, of record in book 931, page 524, said Register's Office; thence with said line westwardly 41.5 feet to the easterly line of said Morrissey property; thence with said line southwardly 128 feet 10 inches, more or less, to the beginning.

This property is improved and known as 412-414 Broadway, Nashville, Tennessee.

Being the same real property conveyed to William N. Hunt and wife, Gladys A. Hunt by deed from William O. Lee, Trustee, dated July 23, 1963, filed August 3, 1963, and recorded in book 3611, page 376, said Register's Office.

Send Tax Statements to Roy C Acuff at 412-414 Broadway, Nashville, Tennessee.

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TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Roy C. Acuff and wife, Mildred D. Acuff, their *(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 for 1964 Metro taxes which have been prorated and assumed by grantees and easement for party wall along easterly line of record in book 1225, page 643, Register's Office, Davidson County, Tennessee.

We ourselves, our *further covenant and bind heirs and representatives, to warrant and forever defend the title to said real estate to said* Roy C. Acuff and wife, Mildred D. Acuff, their *(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 Roy C. Acuff and wife, Mildred D. Acuff *hereinafter referred to as trustors, hereby transfer and convey unto* William O. Lee, *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 $ 23,000.00, *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 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 21st *day of* September, *19* 64

William N. Hunt

Gladys A. Hunt

Roy C. Acuff

Mildred D. Acuff

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Marie W. Patterson, *a Notary Public in and for said County and State,* Roy C. Acuff and Mildred D. Acuff

*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* 29th *day of* September, *19* 64

Marie W. Patterson *Notary Public.*

Commission expires My Commission Expires Aug. 7, 1968

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STATE OF Tennessee }
COUNTY OF Davidson }

Personally appeared before me, See W. Hunt *a Notary Public in and for said County and State,* William N. Hunt and Gladys G. Hunt *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* 30th *day of* September, 1964

See W. Hunt *Notary Public*

Commission expires 4/30/1968

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

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 corporatoin by* .....*self as* .....

Witness my hand and seal, at office in ....., *this* .....*day of* ....., *19*.....

.....*Notary Public*

Commission expires .....

STATE TAX $ 45.00
PROBATE .50
TOTAL $ 45.50

OCT 2 1964

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
PAID OCT 2 1964
CT

INSTALLMENT DEED

FROM

William N. Hunt and wife,

Gladys A. Hunt

TO

Roy C. Acuff and wife, Mildred D. Acuff

412-414 Broadway
Nashville, Tennessee

52918

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

OCT 2 1 56 PM '64

NOTED BY 110 PAGE 162
RECORDING FEE 2.75
DEP. REG. —

Compliments of

Guaranty Title Company

A Division of

L. A. NEWMAN & CO.
REAL ESTATE LOANS INSURANCE
AL 6-0488 NASHVILLE, TENN.

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