New owners address: 206 Donald Ave., Goodlettsville, Tenn.
Send Tax notices to same

Map 24-5 M.c.
Parcels 3-4

INSTALLMENT DEED

Lot 19, Parcel 6D 5715
Lot 20, Parcel 6D 5720

Map Parcel No.

BOOK 3829 PAGE 558

For and in Consideration of the sum of $7,500.00----------

SEVEN THOUSAND FIVE HUNDRED AND NO/100---------- Dollars,

of which FIVE HUNDRED AND NO/100----------($500.00)---------- Dollars,

has been paid in cash by John B. Hunnicutt and wife, Verna A. Hunnicutt,

the receipt of which is hereby acknowledged, and for the remainder, $7,000.00----------

SEVEN THOUSAND AND NO/100---------- Dollars,

the said John B. Hunnicutt and wife, Verna A. Hunnicutt, have

executed their joint promissory note in said latter amount, of even date herewith, payable to Mary Mayo Moore in equal monthly installments of $55.00, including principal and interest at the rate of 6% per annum, beginning on the 1st day of December 1964, and a like amount payable on the same day of each succeeding month thereafter until paid in full,

~~and~~ said note, 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, I, MARY MAYO MOORE, a widow,

have this day bargained and sold, and do hereby transfer and convey unto the said JOHN B. HUNNICUTT AND WIFE, VERNA A. HUNNICUTT, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING Lots Nos. 19 and 20, Block D, on the Map of Roscoe Place, as of record in Book 843, Page 72, Register's Office for said County.

SAID Lot No. 19 fronts 54 feet on the east side of Donald Avenue and extends back between lines 100 feet on the north line and 121 feet on the south line to a dead line in the rear measuring 50 feet.

SAID Lot No. 20 fronts 54 feet on the east side of Donald Avenue and extends back between lines, 121 feet on the north line and 142 feet on the south line, to a dead line in the rear, measuring 50 feet.

BEING property conveyed to Mary Mayo Moore, by deed from H. N. Lampley and wife, Bertha Lampley, of record in Book 1854, Page 457, Register's Office for Davidson County, Tennessee.

This is improved property, known as 206 Donald Avenue, Goodlettsville, Tennessee.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said John B. Hunnicutt and wife, Verna A. Hunnicutt, their heirs and assigns forever. I covenant that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said John B. Hunnicutt and wife, Verna A. Hunnicutt, 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 John B. Hunnicutt and wife, Verna A. Hunnicutt,

do hereby transfer and convey unto Robert W. Sturdivant, 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 John B. Hunnicutt and wife, Verna A. Hunnicutt,

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 value 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 John B. Hunnicutt and wife, Verna A. Hunnicutt, 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; if 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 said John B. Hunnicutt and wife, their 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 Robert W. Sturdivant, 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 Mary Mayo Moore and John B. Hunnicutt and wife, Verna A. Hunnicutt, hereunto set our hands at Madison, Tennessee, this the 28 day of October 1964

Mary Mayo Moore

John B. Hunnicutt

Verna A. Hunnicutt

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Mary Mayo Moore and John B. Hunnicutt and wife, Verna A. Hunnicutt, 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 Madison, Tennessee, this 28 day of October, 1964

Fred S. Walker, Notary Public.

Commission Expires My Commission Expires AUG. 1, 1965

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
Davidson County

Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____ with whom I am personally acquainted and who upon (his oath / their several oaths) acknowledged (himself / themselves) to be the _____ and _____ respectively of the _____ the within named bargainor, a corporation, and that (he / they) as such _____ and _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said _____ as such _____, and attesting the same by the said _____ as such _____

Witness my hand and official seal at office at _____ on this the _____ day of _____, 19____.

My commission expires _____

_____
Notary Public

A.T. 117729

INSTALLMENT DEED

FROM
MARY MAYO MOORE

TO
JOHN B. HUNNICUTT ET UX

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

57311

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

NOV 6 8 30 AM '64

NOTE'D. BOOK 116 PAGE 362
RECORDING FEE $ 2.50
DEP. REG. .50

RAMSAY REALTY & AUCTION CO.
MADISON, TENN. 865-3351

STATE TAX $ 11.25
PROBATE .50
TOTAL $ 11.75

NOV 5 1964

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN

PAID NOV 5 - 1964

CT