Address New Owner:
Marvin H. Hughes
317 Nix Drive
Madison, Tenn.

Send Tax Bills:
Provident Trust Co.
210 Union Street
Nashville, Tenn.

THIS INSTRUMENT PREPARED BY
PERCY WILKINS, JR. ATTY.
633 STAHLMAN BLDG.
NASHVILLE, TENN. 37201

Mon. 43-6

INSTALLMENT DEED

BOOK 4355 PAGE 574

Rec. 89 pd

For and in Consideration of the sum of ONE HUNDRED SEVENTEEN THOUSAND AND SEVEN HUNDRED TWENTY FIVE and 45/100 ---------- Dollars, of which TWENTY SEVEN THOUSAND AND no/100 ---------- Dollars, has been paid in cash by Marvin H. Hughes the receipt of which is hereby acknowledged, and for the remainder NINETY THOUSAND SEVEN HUNDRED TWENTY FIVE AND 45/100 ---------- Dollars, the said Marvin H. Hughes has agreed to assume the unpaid principal balance of $61,225.45 on a note secured by a deed of trust of record in Book 3998, page 750, a financing statement of record in Book 3998, page 745, and a chattel mortgage of record in Book 3998, page 746, Register's Office for Davidson County, Tennessee, all securing the same obligation, and for the balance has executed his promissory note of even date in the amount of $29,500.00 payable in 72 monthly installments of $546.52 including principal and interest at the rate of 10 percent per annum, beginning September 1, 1969.

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, the undersigned, Denny G. Blankenship and wife, Judy C. Blankenship have this day bargained and sold, and do hereby transfer and convey unto the said Marvin H. Hughes, his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: being part of Lot No. 14 on the plan of Anderson Estates, as of record in Book 1130, page 37, Register's Office for said County, being Lot No. 44 on the Revised Plan of the Subdivision of Lot No. 14 of the Anderson Estates, not of record, described according to a survey made by Harvey Gee, Surveyor, December 29, 1947, as follows:

BEGINNING on the westerly margin of Nix Drive 381.78 feet South of the southerly margin of Thornton Avenue, being the corner of Lots Nos.44 and 45; thence with the line between said two lots, westwardly 175 feet to the easterly line of Lot No. 51; thence with the easterly line of Lots Nos. 51, 52 and 53, southwardly 120 feet to the corner of Lots Nos. 43 and 44; thence with the line between said two lots eastwardly 175 feet to the westerly margin of said Nix Drive, thence with same, northwardly 120 feet to the beginning.

BEING the same property conveyed to Denny G. Blankenship and wife, Judy C. Blankenship by deed from Harvey C. Taylor, Sr., and wife, Flossie Katherine Taylor of record in Book 4211, page 828, said Register's Office.

THIS CONVEYANCE includes transfer of the escrow account held by the lender in connection with the aforesaid first mortgage.

THIS CONVEYANCE also includes the transfer to the said Marvin H. Hughes of all of the grantors' right, title and interest in and to all personal property situated on the premises and described as furniture, fixtures, and appliances and the parties agree that as between them the personalty transferred has a value of $35,000.00.

THE UNDERSIGNED, Katha L. Hughes, joins in execution of this instrument for the purpose of subordinating any right, title or interest in subject property to the indebtedness due to the grantors.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Marvin H. Hughes, his 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.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Marvin H. Hughes his 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 me in hand paid, I, the said Marvin H. Hughes

do hereby transfer and convey unto Percy Wilkins, 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.

I, the said Marvin H. Hughes 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 $_____ 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.

I 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 I 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 I, the said Marvin H. Hughes 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 I 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; I 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. I 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. I 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 My 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 Percy Wilkins, 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 Denny G. Blankenship and wife, Judy C. Blankenship and Marvin H. Hughes and wife hereunto set our hands at Nashville, Tennessee, this the 28th day of July 1969

Denny G. Blankenship

Judy C. Blankenship

Marvin H. Hughes

Katha L. Hughes

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Denny G. Blankenship and wife, Judy C. Blankenship

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 Nashville Tennessee, this 28th day of July, 1969

Commission Expires 3/18/70

Milford Smith, Notary Public.

STATE OF TENNESSEE
DAVIDSON **County.**

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Marvin H. Hughes and wife, Katha L. Hughes

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 Nashville, Tennessee this 28th day of July, 1969

Commission Expires 2/7/71

Mary L. Montgomery, Notary Public.

STATE OF TENNESSEE
Davidson County

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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

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $82,725.45.

_____
Affiant

Subscribed and sworn to before me this the 4th day of August, 1969.

_____
Notary Public

My Commission Expires: 12/13/72

INSTALLMENT DEED

FROM
DENNY G. BLANKENSHIP ET UX

TO
MARVIN H. HUGHES
PERCY WILKINS, JR., TRUSTEE

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

A 49901

IDENTIF. REFERENCE

AUG 5 2 56 PH '69
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Route 1 Box 8

PERCY WILKINS JR.
ATTORNEY-AT-LAW
633 STAHLMAN BUILDING
NASHVILLE, TENNESSEE 37201

AUG-5	CONV	82,725.45			
AUG-5	MORT'G	29,500.00			
AUG-5	S'TAX		A*	215.02	
AUG-5	S'TAX		A*	27.50	
AUG-5	PR'FEE		A*	.50	
AUG-5	W'DEED		A*	6.00	* 249.02