TENNESSEE TITLE COMPANY

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS:
Nick Cupido, ET UX (NAME)	same as new owner (NAME)	15D-32935
1436 Shelton Avenue (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Map 72-4
Nashville, Tennessee (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	Pc. 54 pw

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INSTALLMENT DEED

FOR AND IN CONSIDERATION OF the sum of $35,000.00

THIRTY FIVE THOUSAND and no/100---------- DOLLARS

of which $ 5,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees herein have executed two notes of even date herewith, payable to the grantors herein, one (1) being for the sum of $5,000.00, due on or before nine months from date, with interest at 7% per annum; and the second (2) for the sum of $25,000.00, with interest at 7% per annum, both principal and interest payable $224.71 monthly, said payment to be applied first to payment of interest on the principal amount, or so much thereof as shall from time to time remain unpaid, and the balance to be applied to payment of principal until the entire amount is paid in full.

NOV-70	CONV	35,000.00		
NOV-70	MORT'G	30,000.00		
NOV-70	S'TAX		A*	91.00
NOV-70	S'TAX		A*	28.00
NOV-70	PR'FEE		A*	.50
NOV-70	W'DEED		A*	3.00

PREPARED BY
H. BRILEY, JR., ATTORNEY
320 UNION STREET
NASHVILLE, TENNESSEE 37219

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed.

We, HOLLIS SMITH OGLES AND WIFE, ELIZABETH RECTOR OGLES

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

NICK CUPIDO AND WIFE, MARGARET M. CUPIDO

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lots Nos. 1 and 2 of Block "E" on the Map of Inglewood Golf Club Subdivision, of record in Book 843, page 65, Register's Office for said County.
Said lots adjoin and front together 130 feet on the south side of Shelton Avenue and run back between parallel lines 200 feet to a dead line.
Being the same property conveyed to Hollis Smith Ogles and wife, Elizabeth Rector Ogles, by deed from Mary B. Hill, unmarried, of recordin Book 1290, page 89, and by deed from J.E. Harris, and wife, of record in Book 1166, page 52, said Register's Office.

Grantees covenant and agree that he (they) will pay to the holder of the note, or his assignees, a sum equal to one-twelfth of the annual property taxes and insurance premiums, to be added to and paid with the regular monthly payments to principal and interest. The holder of the note secured by this instrument,or his assignees,agree to hold such sums received, in trust, and to pay said taxes and insurance premiums, when due. Grantors covenant and agree that they will pay unto Grantees, in lieu of possession of property described herein, interest at the rate of seven percent per annum computed on the $5,000.00 cash payment, and shall be paid sixty days from the date of this instrument.

This is improved (X) unimproved ( ) property known as 1436 Shelton Avenue, Nashville, Tennessee
(House Number) (Street) (P. O. Address:) (City or Town) (Postal Zone)

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their heirs and assigns forever. We convenant 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 the 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 grantees herein do hereby transfer and convey unto Carolyn Kantor 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 grantees 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 interest 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 grantees, 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 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:

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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 advise 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 grantees herein, their heirs, 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 the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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, have hereunto set our hands this the 3rd day of November 19 70

Hollis Smith Ogles
HOLLIS SMITH OGLES

Nick Cupido
NICK CUPIDO

Elizabeth Rector Ogles
ELIZABETH RECTOR OGLES

Margaret M. Cupido
MARGARET M. CUPIDO

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 35,000.00

Nick Cupido
Affiant

Subscribed and sworn to before me, this the 4th day of November 19 70

My commission expires April 24, 1974.
(Affix Seal)

L. D. Richards
Notary Public

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, L. D. Richards, a Notary Public in and for said County and State, the within named HOLLIS SMITH OGLES & WIFE, ELIZABETH RECTOR OGLES & NICK CUPIDO & WIFE, MARGARET M. CUPIDO the bargainor, 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 3rd day of November, 19 70

Commission Expires April 24, 1974. L. D. Richards Notary Public.

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 corporation by _____ self as _____

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

_____
Notary Public

Commission Expires _____

INSTALLMENT DEED
G-218114
FROM
Hollis Smith Ogles, ET UX
TO
Nick Cupido, ET UX

A 95198

IDENTIF. REFERENCE

Nov 4 2 48 PM '70
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

PLEASE PUT IN TENN. TITLE CO. BOX

Published by
TENNESSEE TITLE COMPANY
NASHVILLE, TENNESSEE
Zone Office
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