THIS INSTRUMENT PREPARED BY:
~~XXXXXXXXXX~~
David C. Rutherford, Attorney, Nashville Bank & Trust Bldg.
~~XXXXXXXXXXXXXXXXXXXXXXXXXX~~ Nashville, Tennessee

Installment Deed

BOOK 4537 PAGE 878

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Edgar Hunter et ux. (NAME)	Same (NAME)	Map 72-14
1613 Chase Avenue (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par. 262
Nashville, Tennessee (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Eight Thousand Five Hundred and no/100 ---------- ----------($8,500.00) ---------- *Dollars,*

of which Five Hundred and no/100 ----------($500.00) ---------- ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Eight Thousand and no/100 ---------- ----------($8,000.00) ---------- *Dollars,*

Edgar Hunter and wife, Allie Hunter *ha ve executed* their two promissory notes of even date herewith, the first one being in the amount of $4,000.00 and payable to the order of Frank Rutherford in 180 monthly installments of $41.77 each, with the first payment being due one month from date hereof and the others on the same day of each month thereafter until paid in full, said payments including both principal and interest at the rate of 9-1/2% per annum; and the second note being in the amount of $4,000.00 payable to the order of Joseph H. Rutherford and Thomas S. Rutherford in 180 monthly installments of $41.77 each with the first payment being due one month from date hereof, and the others on the same day of each month thereafter until paid in full, said payments including both principal and interest at the rate of 9-1/2% per annum,

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, Thomas S. Rutherford and wife, Rebekah Mayer Rutherford,

have this day bargained and sold, and do hereby transfer and convey unto the said Edgar Hunter and wife, Allie Hunter, their

(successors), heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows:

Being lot No. 66 on the Map of Charles U. Coggin's First Addition of record in book 421, page 33, Register's Office for Davidson County, Tennessee, and the north part of lot No. 9 on the unrecorded Map showing G. A. Pickup's Subdivision of lot No. 1 of the Old Cahal Property, of record in book 57, page 150, Register's Office for said County, described together as follows:
Beginning at a point where the line of Emerson Street terminates with the easterly line of Chase Avenue, being an intersection of said street in the north line of lot No. 8 of said Pickup's Subdivision; thence with the easterly line of Chase Avenue, northerly 40 feet to a point, the common corner of lots Nos. 65 and 66; thence with the line of said lots easterly 156 feet to the westerly margin of an alley; thence with the margin of the same southerly 40 feet to a corner; thence westerly to the west line of a proposed alley called for in the deed from G. A. Pickup to F. W. McNutt and wife, of record in book 1166, page 682, said Register's Office, being the easterly line of lot No. 9; thence along the westerly line of said alley and along the easterly line of lot No. 9 southerly 123-1/2 feet to a point which is 150 feet north of Cahal Avenue; thence westerly parallel to the north margin of Cahal Avenue, 70 feet to the common line between lots Nos. 8 and 9 of said Pickup's Subdivision; thence with the line between said lots northerly 123-1/2 feet to a point in the south line of lot No. 66 above mentioned; thence with the line of the same westerly 41 feet six (6) inches to the easterly margin of Chase Avenue, the point of beginning.
Being the same property conveyed to Thomas S. Rutherford by deed from George Romney,

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 8,500.00

Affiant

Subscribed and sworn to before me, this the 14th day of Sept., 19 71

Notary Public

My commission expires May 6, 1972
(Affix Seal)

Secretary of Housing and Urban Development, of Washington, D. C. of record in book 4516, page 336, Register's Office for Davidson County, Tennessee.

SEP 20 71	CONV	*8,500.00			
SEP 20 71	MORT'G	*8,000.00			
SEP 20 71	S'TAX		A*	22.10	
SEP 20 71	S'TAX		A*	6.00	
SEP 20 71	PR'FEE		A*	.50	
SEP 20 71	W'DEED		A*	6.00	* 34.60

B 3101 10

IDENTIF. REFERENCE T

SEP 20 8 56 AM '71

FELIX Z. ROBINSON JR. REGISTER
DAVIDSON COUNTY, TENN.

unimproved ( )
This is improved (X) property, known as 1613 Chase Avenue, Nashville, Tennessee
(House Number) (Street) P. O. Address: (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Edgar Hunter and wife, Allie Hunter, 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 taxes for 1971 which are prorated and assumed by the grantees.

We *further covenant and bind* we are *heirs and representatives, to warrant and forever defend the title to said real estate to said* Edgar Hunter and wife, Allie Hunter, 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 Edgar Hunter and wife, Allie Hunter, *hereinafter referred to as trustors, hereby transfer and convey unto* J. William Rutherford, *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 $....., 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 14th *day of* September, *19* 71

Thomas S. Rutherford

Rebekah Mayer Rutherford

Allie Hunter

Edgar Hunter

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Mabel Burkhalter, *a Notary Public in and for said County and State,* Thomas S. Rutherford and wife, Rebekah Mayer Rutherford, and Edgar Hunter and wife, Allie Hunter,

*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* 14th *day of* September, *19* 71.

Mabel Burkhalter *Notary Public*

Commission expires May 6, 1972