SEND TAX BILLS TO:
Jay L. Hoppus
2102 Jones Avenue,
Nashville, Tennessee,
37207.

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Mtg. 71-8 Pg 136

Installment Deed

THIS INSTRUMENT WAS PREPARED BY B. J. BOYD, ATTY., ASHLAND CITY, TENN.

FOR AND IN CONSIDERATION of the sum of Seventeen Thousand Five Hundred and No/100($17,500.00) ---------- *Dollars,*

of which Two Thousand and No/100 ($2,000.00) ---------- ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Fifteen Thousand Five Hundred and No/100 ($15,500.00) ---------- *Dollars,*

Jay L. Hoppus and wife, Virginia L. Hoppus,

have executed

their note of even date herewith, payable to the order of Glenn B. Williams, bearing 7% interest from date, payable in two hundred forty equal consecutive monthly installments of One Hundred Twenty and 18/100 ($120.18) Dollars, each, the first installment due on September 25, 1972, and one installment due on the 25th day of each month thereafter until the entire note has matured, each installment containing interest and principal, to be applied first to interest and the balance to principal,

AUG29??	CONV	17,500.00	
AUG29??	MORTG	15,500.00	
AUG29??	S'TAX		A* 45.50
AUG29??	S'TAX		A* 13.50
AUG29??	RECFEE		A* .50
AUG29??	WDEED		A* 66.00

and providing for payment of ~~AUDITOR'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, Glenn B. Williams and wife, Vallie Mae Williams,

have this day bargained and sold, and do hereby transfer and convey unto the said Jay L. Hoppus and wife, Virginia L. Hoppus, and their

~~(successors)~~, *heirs and assigns,*

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

BEING LOT NO. 149 on the map of Section I, Joywood Heights, not of record, described according to a survey made by Z. J. Wilkinson, Surveyor, June 12, 1946, as follows: Beginning on the westerly margin of Jones Avenue at the corner of Lots Nos. 149 and 150; thence with said Avenue northwardly 60 feet to the corner of Lots Nos. 148 and 149; thence with the line between said two lots, westwardly 200 feet; thence southwardly 60 feet to the corner of Lots Nos. 149 and 150; thence, with the line between said two lots, eastwardly, 197.6 feet to the beginning.

AND BEING the same land conveyed to Glenn B. Williams by deed from L. B. Deal and wife, Annie Marie Deal, of record in Book 1585 page 424, Register's Office for Davidson County, Tennessee.

THIS CONVEYANCE is subject to restrictive covenants in instrument of record in Book 1373 page 98, said Register's Office, to-wit:

(1) That no dwelling shall be erected on any lot in said subdivision containing less than 750 square feet of floor space, and that no building shall be erected in said subdivision for any other use except for residential purposes.

(2) That any building erected on said property shall be completely finished on the exterior in brick, stucco, siding, shingle, or concrete blocks. If siding, it shall be painted with not less than two coats of paint before being occupied.

(3) No outside toilets shall be erected on said property.

(4) There shall be established a building line of 35 feet distant from and parallel with the front boundary line of each lot and no building or struct-

ure of any kind, or any part of any building or structure, including bay windows, verandas and porches, but excepting steps, shall be placed on or extend over any portion of said premises, which lie between the said building and the street line on which said lot fronts. BOOK 4632 PAGE 627

(5) That no business of any kind shall be permitted in said subdivision, but that said lots shall be used for residential purposes only.

(6) That no swine shall be kept on said premises and no nuisance shall be maintained or allowed thereon.

(7) That no dwelling or residence shall be erected on any lot having a frontage of less than fifty (50) feet on any street on which said lot fronts.

Said restrict expire January 1, 1965.

The water tap, as per project no. 33 of the City Waterworks Dept. of date Sept. 21, 1946, is included in this conveyance.

It is agreed that the purchasers, in addition to the monthly installments of interest and principal hereinabove mentioned, will pay to the grantors $20.00 each month to be placed in an escrow account from which taxes and insurance will be paid, until the purchase price has been paid in full, and that said escrow payments will be adjusted, increased or decreased, from time to time as the amount required for payment of taxes and insurance may require.

I, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is $ 17,500.00, which amount is equal to or greater than the amount which the property would command at a fair and voluntary sale.

Jay L. Hoppus
Affiant

Subscribed and sworn to before me this the 25 day of Aug 1972

B. J. Boyd, Notary Public
My Com. ex. 1-15-1975

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Jay L. Hoppus and wife, Virginia L. Hoppus, and 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 by taxes for 1972, which are being prorated as of September 1, 1972.

We *further covenant and bind* ourselves and our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Jay L. Hoppus and wife, Virginia L. Hoppus, and 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 Jay L. Hoppus and wife, Virginia L. Hoppus, *hereinafter referred to as trustors, hereby transfer and convey unto* W. G. Wilkinson, *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 $15,000.00, *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.

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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 25th *day of* August, *19* 72

B 73659

IDENTIF. REFERENCE

Aug 29 11 41 AM 72

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TENN.

Glenn B Williams

Vallie Mae Williams

Jay L. Hoppus

Virginia L Hoppus

STATE OF TENNESSEE }
COUNTY OF ~~DAVIDSON~~ CHEATHAM }

Personally appeared before me, B. J. Boyd, *a Notary Public in and for said County and State,* Glenn B. Williams and wife, Vallie Mae Williams, and Jay L. Hoppus and wife, Virginia L. Hoppus,

*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 Ashland City, *Tennessee, this* 25th *day of* August, *19* 72

B. J. Boyd *Notary Public*

Commission expires 1-15-1975.