BOOK 4882 PAGE 173

Installment Deed

Of The L. [illegible]

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Bobby Huffine	Same	60-2-182-13DA-26680
(NAME:) 1100 Tuckahoe	(NAME:)	60-2-260-13DA-26775
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tennessee 37207	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Thirty Seven, Five Hundred and no/100------- ----------($37,500.00)---------- *Dollars,* *of which* Seven Thousand, Five Hundred and no/100---------- ----------($7,500.00)---------- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Thirty Thousand and no/100---------- ----------($30,000.00)---------- *Dollars,*

Bobby Huffine *has* executed his promissory note of even date for the principal amount of $30,000.00 payable to the order of David A. Cole and wife, Carolyn B. Cole, in 180 monthly installments of $278.11 each which include both principal and interest at the rate of 7-1/2% per annum; the first installment falling due one month from date hereof and the others on the same day of each succeeding month thereafter until paid in full, with privilege of prepayment in part or in full at any time, without penalty, reserved by the grantee,

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, David A. Cole and wife, Carolyn B. Cole,

have this day bargained and sold, and do hereby transfer and convey unto the said Bobby Huffine his *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Land in Davidson County, Tennessee, being two parts of Lot No. 7 on the Plan of Bransford Realty Company's Subdivision of the Frank Brown Home Place of record in Book 547, page 126, Register's Office for Davidson County, Tennessee, described as follows:

PART NO. 1: Beginning at the point where the boundary between lots 6 and 7 intersects Ewing home; thence eastwardly along Ewing Lane, 261 feet, more or less, to the boundary with lot 8; thence southwardly with the line between Lots 7 and 8; 450 feet, more or less, to the point where said line Ewing Drive; thence with Ewing Drive westwardly 236 feet to the point where the boundary between lots 6 and 7 intersects Ewing Drive; thence northwardly along said boundary 530 feet, more or less, to the beginning.

PART NO. 2: Beginning in the center of Ewings Creek or East Fork of Whites Creek at the northeast corner of Lot No. 6 on said plan; thence eastwardly, with the center of said creek, 261 feet, more or less, to the northwest corner of Lot No. 8; thence southwardly with the line between lots Nos. 7 and 8, to the northerly edge of Ewing Lane; thence westwardly along the northerly edge of Ewing Lane, 260 feet, more or less, to the boundary line between lots Nos. 6 and 7; thence northwardly, with the line between Lots Nos. 6 and 7 to the beginning.

(continued)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $37,500.00

Subscribed and sworn to before me, this the 16th day of January 1975

My commission expires: 4/25/76

Affiant

Notary Public

NOTARY PUBLIC

Being the same property conveyed to David A. Cole and wife, Carolyn B. Cole, by Carrie D. Kramer, a widow, in two deeds, one of record in Book 4854, page 20, and the other in Book 4858, page 61, Register's Office for said County.

1-17-75 Co. 37.500.00
" mtg 30,000.00
" St. 77.50
" St 28.00
" P. Fee 50
" Lis. Deed 6.00

Total 152.00

This is unimproved ( ) improved (X) property, known as 366 Ewing Avenue (House Number) Nashville, Tennessee (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 Bobby Huffine his *(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 1975 which are prorated and assumed by the grantee.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Bobby Huffine his *(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 Bobby Huffine *hereinafter referred to as trustors, hereby transfer and convey unto* James W. 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 [illegible] or appear in any court to [illegible] 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.

BOOK 4882 PAGE 175

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 16th *day of* January, *19* 75

C84680

T
IDENTIF. REFERENCE

JAN 17 11 36 AM '75
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Bobby Huffine
Bobby Huffine

David A. Cole
David A. Cole

Carolyn B. Cole
Carolyn B. Cole

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Mary Ensey, *a Notary Public in and for said County and State,* Bobby Huffine and David A. Cole and wife, Carolyn B. Cole

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* 16th *day of* January, *19* 75

Mary Ensey
Notary Public

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Commission expires 4/25/76