Prepared by: Cherry Title Co.
1st Amer Nat'l Bank Bldg
Nash. Tenn

Installment Deed

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ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Henry Vance Huggins	same	13D 17130
(NAME:)	(NAME:)	
5214 Buena Vista		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee 37218		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Twenty Thousand and no/100---------- ($20,000.00)----------*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 Eighteen Thousand and no/100------- ($18,000.00)----------*Dollars,*

Henry Vance Huggins *has* s *executed*

his promissory note of even date for the principal amount of $18,000.00 payable to the order of Bernice Hay Huggins in yearly installments of $3,600.00 which is principal only; the first installment falling due the 1st day of January 1976 and the others on the same day of each succeeding year until said note is paid in full.

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, I, Bernice Hay Huggins

have this day bargained and sold, and do hereby transfer and convey unto the said Henry Vance Huggins

his *(successors), heirs and assigns,*

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

A tract of land in the 13th, formerly the 23rd, Civil District of Davidson County, Tennessee, partly shown on a map of the Mamie McBroom property, of record in Plan Book 3, page 33, of the Chancery Court at Nashville, Tennessee, and described partly according to a survey made by George W. Watkins, Surveyor, April 7, 1955, as follows: Beginning at a point in the center of Buena Vista Pike, 75.4 feet southerly from the southwest corner of a 3.19 acre tract, which said point is also 275.4 feet south of the center line to a ditch, the center line of said ditch being the southwest corner of the property conveyed to J. C. Smith and wife, by deed from Mrs. Era Donnell, of record in Book 1306, page 590, Register's Office for said County, as revised and corrected by deed of record in Book 1318, page 79, said Register's Office; thence with the center of said Pike south 11° east 492.6 feet to a point opposite the center line of Stevens' Lane; and continuing with the center line of said Pike south 15° east 208 feet to the northwest corner of the property conveyed to Thomas J. Saad, by deed from Mrs. Era Donnell, of record in Book 2141, page 557, said Register's Office; thence with the northern boundary line of said Saad property north 77° 45' east 680 feet to the center of Whites Creek, said point being the northeast corner of said Saad property; thence with said Creek north 21° 50' east 52 feet, more or less, and north 8° 22' east 311 feet to a large oak; thence north 20° 15' west 284 feet; thence south 81° 45' west 787 feet to the beginning.

Being the same property conveyed to Bernice Hay Huggins by deed from Era Donnell, of record in Book 2395, page 339, Register's Office for said County.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 20,000.00

Subscribed and sworn to before me, this the 17 day of October, 1975

Bernice Hay Huggins
Affiant

My commission expires 2-19-75
(Affix Seal)

Notary Public

JAN 17 '75	CONV	20,000.00				
JAN 17 '75	MORT'G	18,000.00				
JAN 17 '75	S'TAX		A*	52.00		
JAN 17 '75	S'TAX		A*	16.00		
JAN 17 '75	PR'FEE		A*	.50		
JAN 17 '75	W'DEED		A*	6.00	*	74.50

This is unimproved (X) improved ( ) property, known as Land on Buena Vista Pike, 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 Henry Vance Huggins his *(successors), heirs and assigns forever.* I *covenant that* I am *lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.*

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Henry Vance Huggins 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 Henry Vance Huggins *hereinafter referred to as trustors, hereby transfer and convey unto* Raymond H. Darrow, *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.

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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 17th *day of* January, *19*75

C8471 0

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IDENTIF. REFERENCE

JAN 17 2 23 PM '75

FELIX A. WILSON JR. REGISTER
DAVIDSON COUNTY, TENN.

Bernice Hays Huggins
Bernice Hays Huggins

Henry Vance Huggins
Henry Vance Huggins

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Bernice Hays Huggins, Henry Vance Huggins *a Notary Public in and for said County and State,* Bernice Hays Huggins, Henry Vance Huggins

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 17th *day of* January, *19*75

Gwendolyn Puckett *Notary Public*

Commission expires 5-10-75

NOTARY PUBLIC