Installment Deed BOOK 4919 PAGE 69

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Cynthia Florentino Hughes (NAME)	Home Federal (NAME)	116-3
138 Woodmont Boulevard (STREET ADDRESS OR ROUTE NUMBER)	4th Ave, No. (STREET ADDRESS)	120
Nashville, Tennessee 37205 (CITY) (P. O. ZONE) (STATE)	Nashville Tn 37219 (CITY) (ZONE) (STATE)	PW

FOR AND IN CONSIDERATION of the sum of Ten ($10.00) Dollars, and other good and valuable consideration, including but not limited to the following, the receipt and sufficiency of which is hereby acknowledged:

1. Grantee herein assumes and agrees to pay the balance due on a Note dated January 20, 1972, secured by a Deed of Trust executed by Donald W. Brickey and wife, Frances H. Brickey, to Charles Nelson, Jr., Trustee, of record in Book 4570, page 824, Register's Office for Davidson County, Tennessee, said Note being payable to Home Federal Savings and Loan Association and being in the original principal amount of $17,600.00;

2. Grantee herein has executed a Promissory Note of even date herewith in the original principal amount of $6,000.00, with interest at 8%, payable in equal monthly installments of principal and interest for 120 months beginning August 1, 1975. The Payee of said Note is Mary L. Moran. Said Note provides for payment of attorney's fees. To secure the payment of said indebtedness, principal, interest, and attorney's fees, a lien is expressly retained on the land herein conveyed;

Mary Lee Moran

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

Cynthia Florentino Hughes,

her ~~XXXXXXXXX~~ *heirs and assigns,*

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

BEING the Northerly half of Lot No. 99 on the Plan of Kenner-Manor Land Company's Subdivision of the Kenner Tract, as of record in Book 421, page 100, Register's Office for Davidson County, Tennessee.

Said part of Lot No. 99 fronts 50 feet on the Northeasterly side of Woodmont Avenue and runs back between parallel lines 200 feet to a dead line, measuring 50 feet thereon.

BEING the same property conveyed to Elbert Edward Trent and wife, Mary Lee Trent, by deed from Donald W. Brickey, et al, of record in Book 4593, page 646, Register's Office for Davidson County, Tennessee, the said parties having since divorced and by quitclaim deed of record in Book 4774, page 59, said Register's Office, the said Elbert Edward Trent having conveyed all his right, title and interest to Mary Lee Trent. The said Mary Lee Trent having since remarried, now being Mary Lee Trent Moran.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 30,000.00

Subscribed and sworn to before me, this the 5th day of June 19 75

My commission expires 1/29/77

Affiant

Notary Public

Any default in any prior Deed of Trust covering the property herein conveyed shall be a default under this Installment Deed.

This is improved ( ) unimproved ( ) property, known as 138 Woodmont Boulevard, Nashville, Tennessee 37205
(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 Cynthia Florentino Hughes, her *heirs and assigns forever.* Grantor *covenant that* she is *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 for 1975 taxes, a permanent easement for a 20-foot sewer recorded in Book 3932, page 907, Register's Office for Davidson County, Tennessee, and as specified herein.

Grantor *further covenant and bind* herself, her *heirs and representatives, to warrant and forever defend the title to said real estate to said* Grantee, her *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 Cynthia Florentino Hughes *hereinafter referred to as trustors, hereby transfer and convey unto* Robert P. Thomas, *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 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 10 *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 5th *day of* June, *19*75

Mary Lee Moran

Mary Lee Moran

Cynthia Florentino Hughes

Cynthia Florentino Hughes

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Lillian C Ingram, *a Notary Public in and for said County and State,* Mary Lee Moran

the within named bargainor, with whom I am personally acquainted, and who acknowledged that she *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville, *Tennessee, this* 5th *day of* June, *19*75

Lillian C Ingram
Notary Public

LILLIAN C. INGRAM NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Commission expires 1/29/77

STATE OF TENNESSEE

COUNTY OF DAVIDSON

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Personally appeared before me, Lillian C. Hughes, *a Notary Public for said County and State,* Cynthia Florentino Hughes *the within named bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville, Tennessee *this* 5th *day of* June, *19*75

Commission expires 1/29/77

Lillian C Hughes
Notary Public

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ...
County aforesaid, personally appeared ....., *a Notary Public of the State and 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*.....

Commission expires ....*Notary Public*

JUN-5 75 CONV 30,000.00
JUN-5 75 MORT'G *6,000.00
JUN-5 75 S'TAX A* 78.00
JUN-5 75 S'TAX A* 4.00
JUN-5 75 PR'FEE A* .50
JUN-5 75 W'DEED A* 8.00 * 90.50

INSTALLMENT DEED

FROM

001282

IDENTIF. REFERENCE

TO

JUN 5 2 07 PM '75

REGISTER
DAVIDSON COUNTY, TENN.

"THIS INSTRUMENT PREPARED BY ROBERT P. THOMAS, ATTORNEY, 21st FLOOR - FIRST AMERICAN CENTER, NASHVILLE, TENNESSEE 37238"

Compliments of

GUARANTY TITLE
Office of
CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE