Installment Deed

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ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Walter J. Hugh, Jr., et ux (NAME)	Same (NAME)	Part 182-20
305 Cane Ridge Road (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	1/0 103
Antioch, Tenn., 37013 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	Pd

FOR AND IN CONSIDERATION of the sum of Nine Thousand ($9,000.00) and no/100 - *Dollars,*

of which Two Thousand Six Hundred and Ten ($2,610.00) and no/100 - *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Six Thousand Three Hundred and Ninety ($6,390.00) and no/100 - - - - - - - - - - - - - - - - *Dollars,*

Walter J. Hugh, Jr. and wife, Mary Jo Hugh

have executed

executed their installment deed note, dated November 15, 1975, payable to the order of Charles C. Bonds, in the principal sum of $6,390.00, payable in eighty-four (84) monthly installments, as follows: On the 15th day of December, 1975, the sum of $99.60, and thereafter on the 15th day of each succedding month a like sum of $99.60, for a total of 84 months, said note bearing interest at the rate of 8% per annum, said monthly payments to be applied first to interest and balance to principal, with privilege of paying any number of said monthly installments or this note may be paid in full on any paying date,

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, Charles C. Bonds and wife, Rachel Y. Bonds, -

have this day bargained and sold, and do hereby transfer and convey unto the said - - - - - - - - - - Walter J. Hugh, Jr. and wife, Mary Jo Hugh, - their (~~XXXXXX~~), *heirs and assigns,*

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

A tract of land in the Fifth Civil District of Davidson County, Tennessee, being Tract No. 3 of a survey of the Charles C. Bonds tract acquired by deed of record in Book 4886, pages 894 and 895, Register's Office for Davidson County, Tennessee, made by Billy Carl Tomlin, surveyor, dated May 1, 1975, as follows:

Beginning at an iron pin in the East margin of Cane Ridge Road, said point being the Northerly corner of a tract conveyed to Charles G. Leeper and wife, Linda O. Leeper, by deed dated June 4, 1975, of record in Book 4921, page 214, said Register's Office; running thence with the East Margin of said Cane Ridge Road North 34° 15' West 172 feet to a point; thence North 47° 30' East 721.8 feet to a point; thence North 89° 30' East 272.6 feet to a point, same being the Northwest corner of the Mary Bonds Hogue tract; thence South 8° 30' West along Mary Bonds Hogue's westerly boundary a distance of 487.8 feet to a point; thence North 42° 30' West, along Leeper's Northeast line a distance of 371 feet; thence South 44° 30' West, along Leeper Northwest line a distance of 540 feet to the point of beginning, containing 4.60 acres.

Being part of the property conveyed to Charles C. Bonds by deed dated January 22, 1975, by Charles C. Bonds, Estelle Bonds Angus, Mary Hogue Bonds, and Hattie Bonds, of record in Book 4886, page 894, said Register's Office.

This conveyance is made subject to the restrictions contained in instrument of record in Book 4921, page 212, said Register's Office, to which reference is here made.

This deed drafted by
Harry G. Nichol, Atty.,
711 J. C. Bradford Bldg.,
Nashville, Tenn., 37219.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer, is $9,000.00.

[signature]
Affiant

Subscribed and sworn to before me this 15th day of November, 1975.

[signature]
Notary Public.

My com. expires:
[illegible] 1977.

This is unimproved ( ) ~~improved~~ ( ) property, known as a tract on Cane Ridge Road., RFD., Antioch, Tenn., 37013.
(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 Walter J. Hugh Jr. and wife, Mary Jo Hugh, their - (~~XXXXXX~~), *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 1975 taxes which are being pro rated.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Walter J. Hugh Jr. and wife, Mary Jo Hugh, their - (~~XXXXXX~~), *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 the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Walter J. Hugh Jr. and wife, Mary Jo Hugh,

hereinafter referred to as trustors, hereby transfer and convey unto Donald P. Paul, *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 15 *day of* November, *19* 75.

Charles C. Bonds

Rachel Y. Bonds

Walter J. Hugh, Jr.

Mary Jo Hugh

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, [illegible] *a Notary Public in and for said County and State,* Charles C. Bonds and wife, Rachel Y. Bonds, and Walter J. Hugh, Jr. and wife, Mary Jo Hugh,

the within named bargainors, 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, Davidson County, Tennessee, *this* 15th *day of* November, *19* 75.

NOTARY PUBLIC DAVIDSON CO. TENN.

[illegible] *Notary Public*

Commission expires July 21, 1977

STATE OF .....

COUNTY OF .....

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Personally appeared before me, ..., a Notary Public in and for said County and State, ...

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

Witness my hand and official seal at ....., this .....day of....., 19.....

.....*Notary Public*

Commission expires.....

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

25	CONV	*9,000.00			
25	MORT'G	*6,390.00			
25	ST'TAX		B*	23.40	
25	ST'TAX		B*	4.40	
25	FEE		B*	.50	
25	W'DEED		B*	8.00	* 36.30

Before me, ... a Notary Public of the State and County aforesaid, personally appeared ....., 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 corporatoin by .....self as.....

Witness my hand and seal, at office in ....., this .....day of....., 19.....

.....*Notary Public*

Commission expires.....

INSTALLMENT DEED

FROM

CHARLES C. BONDS ET UX

TO

WALTER J. HUGH, JR, ET UX.

Mail to:
Charles C.Bonds
Burkett Road.,RFD
Antioch, Tenn., 37013.

D 25767

REFERENCE

Nov 25 8 52 AM '75

Compliments of

Guaranty Title Company

A Division of

Kansas City Title Insurance Company

American Trust Building

S. W. Cor. Third & Union

NASHVILLE, TENNESSEE