BOOK 4984 PAGE 984

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD - 4

FROM

V. D. HESSA and wife,
BEATRICE SLUTSKY HESSA

TO

ROBERT C. MONTGOMERY
and wife, BILLIE C. MONTGOMERY

For draftsman's use

This Instrument Was Prepared By
MORRIS LEVINE, Attorney-at-Law
717 Stahlman Bldg., Nashville, Tenn.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Robert C. Montgomery, etux (NAME)	Same (NAME)	Map 93-12
204 Cottage LANE (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par. 24.25
Nashville, Tennessee (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

D 30628

(FOR REGISTER'S USE)

IDENTIFICATION REFERENCE

JAN 2 3 40 PM '76

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 12,600.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 2nd DAY OF December, 1976.

Notary Public

MY COMMISSION EXPIRES: 4-5-80

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of

---Twelve Thousand, Six Hundred and no/100---------- DOLLARS

of which $ 3,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed their promissory note in the principal sum of $9,600.00 of even date herewith, which said note is payable to the Order of V. D. Hessa and wife, Beatrice Slutsky Hessa. Said note provides for the payment of attorney's fees, if placed in the hands of an attorney for collection. Said note being payable in quarterly installments of $ 590.91 each, including interest at the rate of 8 1/2% per annum on the unpaid principal balance; quarterly payments are to be applied, first, to the payment of interest on the principal, or so much thereof as shall from time to time remain unpaid, and the balance to be applied to payment of principal, until the entire amount is paid in full. The first payment of $ 590.91, is due and payable on 3-10-76, and thereafter quarterly until full payment is made.

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

V. D. HESSA and wife, Beatrice Slutsky Hessa,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

Robert C. Montgomery and wife, Billie C. Montgomery,

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

TRACT I:

Being a portion of the easterly one-half of Lot No. 2 on the Map of George Shield's South Nashville Plan, as of record in Book 57, page 56, Register's Office for said County.

Said tract begins at a point in the line between Lots Nos. 1 and 2, 41 feet north of Hermitage Avenue, formerly Filmore Street, at a stake located 8.9 feet south of the northeasterly corner of a building located on the easterly one-half of Lot No. 2; thence with the line between Lots Nos. 1 and 2, in a northerly direction 89 feet to an alley; thence in a westerly direction tion along said alley 25 feet to a stake; thence in a southerly direction along a line parallel to the line between Lots Nos. 1 and 2, 89 feet to a stake, being 11.1 feet south of the northwest corner of said building; thence in an easterly direction 25.5 feet to the point of beginning.

TRACT II:

Land in Davidson County, Tennessee, being Lot No. 1 on the Plan of George Shield's South Nashville Lots, as of record in Book 57, page 56, Register's Office for said County.

Said Lot No. 1 fronts 50 feet on the north side of Hermitage Avenue, and extends back 130 feet along the west margin of Fulcher Street, and 130 feet more or less on the west line of the lot to an alley in the rear on which it measures 56 feet.

INCLUDED in the above description to be excluded therefrom is that portion of the premises conveyed to the State of Tennessee, by deed of record in Book 2921, page 139, Register's Office for said County, described as follows:

BEGINNING at the intersection of the northerly margin of Hermitage Avenue, with the westerly margin of Fairfield Avenue; thence in a northerly direction along the westerly margin of Fairfield Avenue, 75 feet to a point; thence southwesterly along a curve line with a radius of 40 feet, 67.6 feet to a point; thence westerly along a curve line with a radius of 795.5 feet, 5 feet to a point; thence south 11° 10' west 41 feet to the northerly margin of Hermitage Avenue; thence in a easterly direction along the northerly margin of Hermitage Avenue, 50 feet to the point of beginning, containing 2272 square feet, more or less.

Being the same property conveyed to Beatrice Slutsky Hessa and Husband, V. D. Hessa, by deed from Etta Slutsky, a widow, as of record in Book 3128, page 191, Register's Office for said County. (Tract No. I)

Being the same property conveyed to V. D. Hessa and wife, Beatrice Hessa, by deed from Mary L. Dodd, now McCanless, as of record in Book 4058, page 190, said Register's Office. (Tract No. II)

This is unimproved ( ) improved ( ) property, known as Hermitage Avenue, Nashville, Tennessee
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

RECORDER'S MEMO.
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their 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.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said real estate to said grantees, their 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 notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, we, the said grantees herein do hereby transfer and convey unto MORRIS LEVINE Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. We, the said grantees do hereby 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 at least the sum of $ XXXXXXXXXX until the notes herein secured are 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 and holder of said notes, as his interest may appear. We further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case we fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment. Now, if we, the said grantees, shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if we fail to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; we fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said notes, 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 notes, or any of said notes then past due and unpaid, all remaining unpaid notes 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 conveyance. We agree that the Trustee, may at any time, after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. We further agree 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 advise 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 notes 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 the grantees herein, their heirs, 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 lien notes, or, if more than one, then of the first-maturing unpaid note, 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 said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Said trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

IN WITNESS WHEREOF, we, the said grantors and grantees, have hereunto set our hands this the 27 day of December 19 75.

V. D. Hessa

Beatrice Slutsky Hessa

Robert C. Montgomery

BCM Billie C Montgomery

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named V. D. Hessa and wife, Beatrice Slutsky Hessa, the 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, Tennessee, this 27th day of December 19 75.

JAN-27 CONV 12,600.00
JAN-27 MORTG *9,600.00
JAN-27 S'TAX B* 7.60
JAN-27 S'TAX B* .50
JAN-27 PR'FEE B* 6.00 * 46.86
JAN-27 DEED

Robert C. Parker, Notary Public.

Commission expires 7-7-77

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Robert C. Montgomery and wife, Billie C. Montgomery, the 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, Tennessee, this 27th day of December, 19 75.

M. F. Kern, Notary Public.

Commission expires 10-31-76