This instrument was prepared by B. J. Boyd, Atty., Ashland City, Tenn.

Installment Deed

BOOK 5022 PAGE 183

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Mr. & Mrs. Philip Eugene Covington	1st. Fed. Sav. & Loan	
(NAME:)	(NAME:)	Parcel No. 8DA
6405 Frisco Avenue		25640
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tenn. 37209		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of FIFTEEN THOUSAND NINE HUNDRED FIFTY AND NO/100 ($15,950.00) *Dollars,*
of which Three Thousadd and No/100 ($3,000.00) *Dollars, has been paid in cash,*
the receipt of which is hereby acknowledged, and for the remainder Twelve Thousand Nine Hundred Fifty and No/100 ($12,950.00) *Dollars,* for which Philip Eugene Covington and wife, Kathleen Hembree Covington, have assumed and hereby agree to pay the unpaid balance of a note payable to First Federal Savings & Loan Association of Nashville, in the original amount of $8400.00, the unpaid balance now being approximately $7,113.38, secured by Deed of Trust dated March 20, 1962, and recorded in Book 3378, Page 117, Register's Office, for Davidson County, Tennessee, and have executed their note in the principal amount of $5,950.00, payable to the order of Annie Mae Mangrum Hoskins, in 120 equal consecutive monthly installments of $75.39 each, the first installment due June 1, 1976, and one installment due and payable on 1st. day of each consecutive month until the entire note has matured. Said note bears 9% interest from date and each installment includes principal and interest, to be applied first to payment of interest and balance to payment on principal,

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, Annie Mae Mangrum Hoskins, and husband, E. C. Hoskins,
have this day bargained and sold, and do hereby transfer and convey unto the said Philip Eugne Covington and wife, Kathleen Hembree Covington, and their *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Being Lot No. 11 on the Plan of West Nashville Annex, as of record in Book 3106, Page 25, Register's Office for said County. Said lot No. 11, begins at a point in the southwesterly margin of Frisco Avenue, the common corner of Lots Nos. 10 and 11; thence with the line between said two lots, southwesterly 121 feet to a point in the easterly line of Lot No. 12; thence with the line between said lots Nos. 11 and 12, southerly 53.5 feet to a point in the northwesterly margin of an alley; thence with the margin of the same northeasterly 125.18 feet to a concrete monument at the beginning of a curve; thence around said curve northwesterly, 23.38 feet to a concrete monument in the southwesterly margin of said Frisco Avenue; thence with the margin of the same northwesterly 35.18 feet to the point of beginning.

And being the same tract of land conveyed to Leta Christine Whitley by deed from Floyd Adkisson et al, by deed of record in Book 3347, Page 539, said Register's Office, and devised to Annie Mae Mangrum Hoskins by Will of Leta Christine Whitley, deceased, of record in Will Book 116, Page 440, Probate Court for Davidson County, Tennessee. This conveyance is made subject to

STATE OF TENNESSEE
COUNTY OF DAVIDSON Cheatham

The actual consideration or value whichever is greater, for this transfer is $ 15,950.00

Affiant

Subscribed and sworn to before me, this the 30th. day of April, 1976

Notary Public

My commission expires: Jan. 21, 1979.
(Affix Seal)

easement of record in Book 3106, Page 25, and Restrictions of record in Book 3225 Page 205, Register's Office of Davidson County, Tenn.

This is (unimproved) (improved) property, known as 6405 Frisco Avenue, Nashville, Tenn. 37209
(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 Philip Eugene Covington and wife, Kathleen Hembree Covington, and their *(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 as herein stated, and taxes for 1976, which are in escrow acct. and hereby transferred, to purchasers. We *further covenant and bind* ourselves and our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Philip Eugene Covington and wife, Kathleen Hembree Covington, and their *(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 Philip Eugene Covington and wife, Kathleen Hembree Covington,
hereinafter referred to as trustors, hereby transfer and convey unto B. J. Boyd, *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 $ 14,000.00 *, 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.

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 Registers 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.

Witness our hand s this 30th *day of* April, *19* 76, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Philip Eugene Covington — Annie Mae Mangrum Hoskins

Kathleen Hembree Covington — E. C. Hoskins

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Annie Mae Mangrum Hoskins, and husband, E. C. Hoskins, and Philip Eugene Covington and wife, Kathleen Hembree Covington, *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 seat at Ashland City, *Tennessee, this* 30th *day of* April, *19* 76.

Rebecca Stewart *Notary Public*

Commission expires Jan. 21, 1979.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, MAY-5 CONV 15,950.00, *a Notary Public of the State and County aforesaid, personally appeared* MORTG 15,950.00, *with whom I am personally acquainted, and who, upon oath, acknowledged* MY-5 S TAX B* 41.34 *self to be* MY-5 S TAX B* 3.90 *of the* MY-5 S TAX B* .50 *the within named bargainor, a corporation, and that he as such* MY-5 DEED B* 4.00 * 49.74 *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

Notary Public

Commission expires

INSTALLMENT DEED

FROM ANNIE MAE MANGRUM HOSKINS

TO PHILIP EUGENE COVINGTON AND WIFE, KATHLEEN HEMBREE COVINGTON

D 47797

IDENTIF. REFERENCE

MAY 5 2 19 PM '76

REGISTER

DAVIDSON COUNTY, TENN.

Compliments of

GUARANTY TITLE

Office of

CHICAGO TITLE INSURANCE COMPANY

American Trust Building

S. W. Cor. Third & Union

NASHVILLE, TENNESSEE