BOOK 5218 PAGE 794

Installment Deed

Mail Nashville Title Co. 420 Bill Rd Nashville, Tn 372

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Hassan A. Moghadom (NAME:)	Same (NAME:)	69-12
3280 Clarksville Hwy (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	25 & 84
Nashville Tenn 37218 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of SIXTY-FIVE THOUSAND AND NO/100---------- ($65,000.00)---------- *Dollars,* *of which* ----------SEVEN THOUSAND AND NO/100 ($7,000.00)---------- ----------*Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* FIFTY-EIGHT THOUSAND AND NO/100 ($58,000.00)---------- *Dollars,*

Hassan A. Moghadom, Sr. and wife, Florance L. Moghadom

have executed

an installment deed note in the principal amount of $58,000.00 payable to the order of Earl Hutchens and wife, Norma Sue Hutchens. Said note being payable at the rate of $1,000.00 per month, with the first installment being due and payable one month from even date and thereafter on the same day of each succeeding month alike amount is due and payable until the entire amount, both principal and interest have been paid in full. Said payments to be applied first to the payment of interest at the rate of 8% per annum on the principal sum or so much as shall from time to time remain unpaid and the balance to be applied to the payment of the principal sum.

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,

Earl Hutchens and wife, Norma Sue Hutchens

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

Hassan A. Moghadom, Sr. and wife, Florence L. Moghadom

their ~~(successors)~~, *heirs and assigns,*

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

TRACT NO. I: Land in the 13th Civil District of Davidson County, Tennessee, described according to a survey of C. J. Carney, Surveyor, dated April 13, 1965, as follows:

Beginning at an iron pin in the northeasterly margin of Clarksville Highway (State Highway 112) in the northwest corner of the property conveyed to John W. Berry, Jr., and wife, by deed of record in Book 4308, page 790 said Register's Office; thence with the margin of same highway north 26° west 130 feet to an iron pin; thence leaving said Highway north 86° 45' east 195 feet to the northwest corner of the property conveyed to John W. Berry, Jr., and wife, by deed of record in Book 3890, page 139, said Register's Office; thence with his westerly line, south 12° east 74 feet to an iron pin, northeast corner of the property conveyed to John W. Berry, Jr., and wife, by deed of record in Book 4308, page 790, said Register's Office; thence; with his northerly line, south 70° west 165 feet to the point of beginning, containing 0.41 acres, more or less.

This Instrument Was Prepared By

Doug Pedigo Jr.

Of The Law Firm Pedigo & Sandon

Stahlman Building: Nashville, Tennessee

Continued.....

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 65,000.00

Subscribed and sworn to before me, this the 2 day of November 1977

Elizabeth Hutchens Affiant

My commission expires: March 12, 1980 (Affix Seal)

Jackie M. Lawler Notary Public

JACKIE M. LAWLER NOTARY PUBLIC STATE OF TENNESSEE

TRACT II: Land in the 13th, formerly 23rd, Civil District of Davidson County, Tennessee, described according to a survey made April 13, 1965, by C. J. Carney, Surveyor, as follows:

Beginning on the easterly margin of Clarksville Highway (State Highway No. 112) at the northwesterly corner of an 0.44 acre tract of land conveye to John W. Berry, Jr., and wife, by deed from Howard B. Moore and wife, of record in Book 3890, page 139, Register's Office for said County; thence along the northerly line of said 0.44 acre tract, north 74° east 138 feet to a corner of said tract; thence along said 0.44 acre tract, north 12° west 121 feet to a point; thence south 70° west 165 feet to the easterly margin of said Highway; thence along the same south 26° east 111 feet to the point of beginning, containing 0.40 acres, more or less.

Being part of the property conveyed to Earl Hutchens by deed from John W. Berry, Jr. and wife, Nannie Louise Berry of record in Book 4798, page 485, Register's Office for Davidson County, Tennessee.

Notwithstanding that the property conveyed hereunder is encumbered by liens evidenced by instruments of record in Book 4968, page 797, and Book 4308, page 790, Register's Office for Davidson County, Tennessee, it is agreed that the Grantees have not become liable for and do not directly, indirectly, expressly, or impliedly become liable for, or assume, any indebtedness for or under said instruments of record, or any obligation in connection therewith, by way of indemnity or otherwise, to the Grantor or the Mortgagees of said deeds of trust or to anyone else, for the principal, interest, or any other sums payable or to become payable under, or by reason of the said mortgages or any obligations or undertakings in connection therewith.
Upon the full payment of the considerations herein, the Grantors, Earl Hutchens and wife, Norma Sue Hutchens, will secure a release of the property herein conveyed from the liens as evidenced by said instruments of record in Book 4968, page 797 and Book 4308, page 790, Register's Office for Davidson County, Tennessee.

unimproved ( )
This is improved ( ) property, known as ..... (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 Hassan A. Moghadom, Sr. and wife, Florance L. Moghadom, *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.*

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Hassan A. Moghadom, Sr. and wife, Florance L. Moghadom, 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 Hassan A. Moghadom and wife, Florance L. Moghadom *hereinafter referred to as trustors, hereby transfer and convey unto* Dewey W. Pedigo, *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.

BOOK 5218 PAGE 796

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 3rd *day of* Nov. *, 19* 77.

Earl Hutchens

Norma Sue Hutchens

Hassan a Moghadom

Florence L. Moghadom

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Julie W Charlton *, a Notary Public in and for said County and State,* Earl Hutchens and wife, Norma Sue Hutchens and Hassan A. Moghadom, Sr. and wife, Florance L. Moghadom *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* 3 *day of* November, *19* 77.

JULIE W. CHARLTON NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Julie W Charlton *Notary Public*

Commission expires November 12, 1980

BOOK 5218 PAGE 797

STATE OF.....
COUNTY OF.....

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 }

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 corporation by .....self as.....

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

.....*Notary Public*

Commission expires.....

NOV-4 77	CONV	65,000.00			
NOV-4 77	MORT'G	58,000.00			
NOV-4 77	S'TAX		B*	169.00	
NOV-4 77	S'TAX		B*	56.00	
NOV-4 77	PR'FEE		B*	.50	
NOV-4 77	W'DEED		B*	8.00	* 233.50

INSTALLMENT DEED

FROM

EARL HUTCHENS, ET UX

TO

HASSAN A. MOGHADOM, SR., ET UX

E 35083

IDENTIF. REFERENCE

Nov 4 9 31 AM '77

REGISTER

Chicago Title Insurance Company
First American Center — Phone 255-4631
NASHVILLE, TENNESSEE 37238

PEDIGO & SAINDON