Prepared by ALAN L. SATKIN, ATT,

BOOK 5251 PAGE 298 FILE Box "7"

INSTALLMENT DEED

For and in Consideration of the sum of THIRTY-ONE THOUSAND FOUR HUNDRED AND NO/100--------- ($31,400.00)---------- Dollars, of which FOUR THOUSAND FIVE HUNDRED TWENTY-TWO & 93/100-------- Dollars, has been paid in cash by RILEY C. HUDDLESTON and wife, JUANITA HUDDLESTON the receipt of which is hereby acknowledged, and for the remainder of FIFTEEN THOUSAND EIGHT HUNDRED SEVENTEEN AND 07/100---------- Dollars, the said RILEY C. HUDDLESTON and wife, JUANITA HUDDLESTON have assumed in full and agreed to pay the balance of an outstanding indebtedness owed to Fidelity Federal Savings and Loan Association, secured by Deed of Trust of record in Book 4815, page 837, Register's Office for Davidson County, Tennessee, and for the remainder of ELEVEN THOUSAND SIXTY AND NO/100----- ($11,060.00)---DOLLARS, Riley C. Huddleston and wife, Juanita Huddleston have executed their Promissory Note of even date herewith in said amount payable to the order of H. P. Winn and W. B. Winn, payable as follows: On the 15th day of February 1978 the sum of Ninety ($90.00) Dollars and on the 15th day of each succeeding 59 months a similar sum, which shall first be applied to interest at the rate of 9% per annum, and the balance to the unpaid principal, and on the 15th day of February 1983, the total remaining unpaid balance of principal shall be due and payable in full.

all of said notes bearing NINE (9%) ~~XX~~ per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, H. P. WINN and wife, MARY PRYOR WINN and W. B. WINN and wife, MAXINE WILKERSON WINN

have this day bargained and sold, and do hereby transfer and convey unto the said RILEY C. HUDDLESTON and wife, JUANITA HUDDLESTON heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING Lot No. 3 and Reserved Parcel "A" on the Plan of Mora Sharpe's Subdivision, of record in Book 3842, page 196, Register's Office for Davidson County, Tennessee to which plan specific reference is made herein for a complete description of metes and bounds.

BEING part of the same property conveyed to H. P. Winn and W. B. Winn by deed from B. W. Howard and wife, Rebecca Howard of record in Book 4714, page 439, Register's Office for Davidson County, Tennessee.

GRANTEES herein understand that the note secured by the Vendor's Lien herein may not be assumed by any other person without the express written consent of the holder of the note, and may be prepaid without penalty upon giving 30 days written notice to the holder of the note, and that default in the payment of the loan assumed herein by said Grantees shall be considered a default of the vendor's lien note executed herein and give Grantor rise to all of the remedies for failure to pay the note stated above.

FEB-9[illegible]	CONV	31,400.00			
FEB-9[illegible]	MORT'G	11,060.00			
FEB-9[illegible]	S'TAX		B*	81.64	
FEB-9[illegible]	S'TAX		B*	9.10	
FEB-9[illegible]	PR'FEE		B*	.50	
FEB-9[illegible]	W'DEED		B*	8.00	* 99.24

This is unimproved ( ) improved (X) property, know as 1239 Kirkland Avenue, Nashville, Tennessee 37216
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said RILEY C. HUDDLESTON, et ux JUANITA HUDDLESTON 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 by previous Deed of Trust.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said RILEY C. HUDDLESTON, et ux JUANITA HUDDLESTON , 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 me in hand paid, We, the said RILEY C. HUDDLESTON, et ux JUANITA HUDDLESTON

do hereby transfer and convey unto ALAN L. SATURN, 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 RILEY C.HUDDLESTON, et ux JUANITA HUDDLESTON

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 $ MAXIMUM 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 interst may appear.

They 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 They 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 They, the said RILEY C. HUDDLESTON, et ux JUANITA HUDDLESTON 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 They 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; They 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 trust conveyance. They 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. They 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 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 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 RILEY C. HUDDLESTON and wife, JUANITA HUDDLESTON 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 ALAN L. SATURN, Trustee, shall be vested in said successor.

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 RILEY C. HUDDLESTON, et ux JUANITA HUDDLESTON and H. P. WINN, et ux MARY PRYOR WINN and W. B. WINN, et ux MAXINE WILKERSON WINN hereunto set our hands at Nashville, Tennessee, this the 23rd day of January 19 78

Riley C. Huddleston
RILEY C. HUDDLESTON

Juanita Huddleston
JUANITA HUDDLESTON

H. P. Winn
H. P. WINN

Mary Pryor Winn
MARY PRYOR WINN

W. B. Winn
W. B. WINN

Maxine Wilkerson Winn
MAXINE WILKERSON WINN

STATE OF TENNESSEE
Davidson County

Personally appeared before me, THE UNDERSIGNED, a Notary Public in and for said County and State, the within named RILEY C. HUDDLESTON, et ux JUANITA HUDDLESTON and H. P. WINN, et ux MARY PRYOR WINN and W. B. WINN, et ux MAXINE WILKERSON WINN

the 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 23rd day of January, 19 78

Commission Expires 10/28/78

Notary Public.

STATE OF _____

_____ **County.**

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the 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 }

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

with whom I 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 .....

(over for additional acknowledgements)

INSTALLMENT DEED

FROM
H. P. WINN, et ux and
W. B. WINN, et ux

TO
RILEY C. HUDDLESTON, et ux
JUANITA HUDDLESTON

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

E 49843

IDENTIF. REFERENCE

FEB 9 1 08 PM '78

FELIX Z. WILSON JR REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
RILEY C. HUDDLESTON, et ux	FIDELITY FEDERAL SAVINGS AND LOAN	72-7
(NAME) 1239 Kirkland Avenue	(NAME) 401 Union Street	317 & 318
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tennessee 37216	(STREET ADDRESS) Nashville, Tennessee 37219	
(CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

Alan L. Saturn, Esquire
20th Floor
First American Center
Nashville, Tennessee 37238

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 31,400.00 X Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 23rd DAY OF January, 19 78

Notary Public

MY COMMISSION EXPIRES: 10/29/78

(AFFIX SEAL)