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INSTALLMENT DEED Form No. WD-4

FROM
FRANK OVSENAR, ET AL

TO
TERRY WAYNE HOUGH

MAIL TO: For draftsman's use
Perpared by: Tom G. Coleman, Jr.
Attorney At Law
1702 Parkway Towers
Nashville, Tennessee 37219

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
TERRY WAYNE HOUGH (NAME)	NEW OWNER (NAME)	Map 118-11
424 E. Iris (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par 149
Nashville, Tenn. (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	BH-3350

E92325

IDENTIF. REFERENCE

(FOR REGISTER'S USE)

OCT 4 1 33 PM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$32,000.00 Tom G. Coleman, Jr.
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 22nd DAY OF September, 1978

Notary Public

MY COMMISSION EXPIRES: 8-2-80
(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of ---THIRTY TWO THOUSAND AND 00/100 ($32,000.00) 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 has this day executed his one promissory note of even date herewith in the principal sum of $29,000.00 payable to the order of Grantors and executed by Terry Wayne Hough and given as part of the purchase money on the herein described property. Said note is payable in 240 consecutive monthly installments of $279.86 each, including both principal and interest, interest being at the rate of 10% per annum on the unpaid principal sum. The first payment falling due on the 18 day of SEPTEMBER, 1978, and continuing in consecutive monthly installments as aforesaid until both principal and interest are fully paid. Amounts paid will be credited first to interest due; balance to unpaid principal sum. The buyer will pay the sellers the taxes and insurance accruing against said property either in annual installments or by monthly deposits of one-twelfth of the total required.

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,

FRANK OVSENAR AND P. A. DELLA VECCHIA

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

TERRY WAYNE HOUGH

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

Land in Davidson County, Tennessee, being Lot No. 13 of Block "I" on the Map of Berry Hill Gardens, as of record in Book 1130, Page 36, Register's Office for Davidson County, Tennessee.

Said Lot No. 13 fronts 65 feet on the East side of East Iris Drive and runs back between lines, 139.14 feet on the North line and 139.24 feet on the South line to a dead line in the rear on which it measures 65 feet.

Being the same property conveyed to Frank Ovsenar and P. A. Della Vecchia, by deed from Memorial Trust, H. Raymond Ligon, Trustee, of record in Book 5340, Page 781, Register's Office for Davidson County, Tennessee.

The wives of Frank Ovsenar and P. A. Della Vecchia join in this conveyance for the purpose of conveying any marital rights or interest they may have in said property.

This instrument is made subordinate to a deed of trust of record in Book _____, Page _____, said Register's Office, which the sellers agree to pay from the proceeds of the herein secured installment deed lien.

This instrument is made subject to the Plan of record in Book 1130, Page 36, said Register's Office, and to all applicable local government planning, building and zoning regulations.

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

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 Tom G. Coleman, Jr. 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 $ insurable interest, until the debts 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 11th day of September 19 78

L. R. DelVecchio — Frank DiVicari

Lucille Vecchia — Marianne DiVicari

— Terry Wayne Hoyt

STATE OF Penna)
COUNTY OF Montg)

and Lucille DelVecchio and Marianne DiVicari

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Frank DiVicari & Della Vecchio the bargainor, with whom I am personally acquainted and who acknowledged that they executed within instrument for the purposes therein contained.

Witness my hand and official seal at 1010 Hale St Pottstown, Pa, this 11 day of September, 1978.

Margaret M. Hoot
NOTARY PUBLIC

My commission expires: Oct 1980

MARGARET M. HOOT, NOTARY PUBLIC POTTSTOWN BORO, MONTGOMERY COUNTY MY COMMISSION EXPIRES JULY 1, 1980

CONV 32,000.00
MORTG 29,000.00
STATE TAX B* 83.20
STATE TAX B* 27.00
PREFEE B* 10.00
MORTG B* 10.00

STATE OF Tenn.
COUNTY OF Davidson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Terry Wayne Hoyt the bargainor, 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, Tenn. this 22nd day of September, 1978.

Sandra L. Smith
NOTARY PUBLIC

My commission expires: 8-3-80

STATE OF)
COUNTY OF)

Personally appeared before me, the undersigned, 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 they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at this ___ day of September, 1978.

NOTARY PUBLIC

My