[illegible] & TITLE CO.
P. O. BOX 2[illegible]
NASHVILLE, TENN. 3[illegible]

Installment Deed

BOOK 5358 PAGE 181

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Ronald L. Huff et ux	Same	Map 117-7-a
Gloucester Square 2178 Golf Club Lane	(NAME:) Same	Pa-. 172
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tennessee	(STREET ADDRESS) Same	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of ONE HUNDRED FIFTY THOUSAND AND NO/100 ($150,000.00) ---------- *Dollars,*

of which TWENTY THOUSAND THREE HUNDRED THIRTY AND 99/100 ($20,330.99) ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Ronald L. Huff and wife, Donna F. Huff, assume and agree to pay the balance of an indebtedness ~~xxxxx~~ *Dollars,* to the Third National Mortgage Company secured by deed of trust of record in Book 4717, page 735, Register's Office for Davidson County, Tennessee, and for the remainder the said Ronald L. Huff and wife, Donna F. Huff, have executed their promissory note of even date herewith, ~~xxxxxxxxxxx~~ payable to the order of Paul S. Gold and wife, Shirley S. Gold, payable as follows, namely: On the 1st day of April, 1979, the sum of Fifteen Thousand and No/100 ($15,000.00) Dollars as payment on principal with interest at the rate of nine and one-half (9 1/2%) per cent in the amount of Three Thousand Three Hundred Twenty-Five and No/100 ($3,325.00) Dollars, and thereafter ten (10) annual installments, the first of which is payable on April 1, 1980, in the amount of Eight Thousand Seven Hundred Fifty-Nine and 85/100 ($8,759.85) Dollars and annual installments due on the 1st day of April of each succeeding year each for a like amount which includes principal and interest at the rate of nine and one-half (9 1/2%) per cent per annum to be applied first to the payment of interest and the remainder to principal until said sum and interest have been paid in full,

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, we, PAUL S. GOLD and wife, SHIRLEY S. GOLD,

have this day bargained and sold, and do hereby transfer and convey unto the said RONALD L. HUFF and wife, DONNA F. HUFF, their ---------- *(successors), heirs and assigns,*

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

Being a certain building site identified as Property Map 172, as shown on the Plan of Gloucester Square as of record in Book 4460, page 50, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Paul S. Gold and wife, Shirley S. Gold, by deed from Cecil Fox d/b/a Fox Construction Company, a proprietorship, of record in Book 4697, page 196, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to all the requirements, conditions, easements, assessments, liens, uses, building restrictions, limitations, repurchase options, burdens and other undertakings, including rights and interests of other site owners and condominium owners, and also including the requirement that all owners of building sites and condominium units within Gloucester Square be members of Gloucester Square Corporation and subject to assessment for the payment of costs incident to the maintenance of the common areas and administration of the corporation, and providing for a lien securing the payment thereof, contained in an instrument executed by Gloucester Square Co-operative

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 155,000.00

Affiant

Subscribed and sworn to before me, this the [illegible] day of October, 19[illegible]

Notary Public

My commission expires: [illegible]

(Affix Seal)

Corporation and Town Properties, Inc. dated October 20, 1971, recorded October 27, 1971, recorded in Book 4548, page 217, Register's Office for Davidson County, Tennessee.

The Plan of Gloucester Square of record in Book 4460, page 50, said Register's Office, shows certain minimum building setback lines, easements, access limitations; and also an owner's certificate, prohibiting alteration of change in the plan unless approved by the Metro Planning Commission and the Metro Board of Zoning Appeals and also reserving easements for ingress and egress upon all access easements as shown thereon, or any approved revision thereof, for the benefit of the purchaser of building sites within the development, their invitees, lessees, and other parties claiming by, through, or under them further providing that the access easements shown on said plat are reserved to Gloucester Square Cooperative Corporation and are not dedicated to the public and further providing that access easements are also dedicated as sanitary sewer and water easements.

OCT 31 78	CONV	90,000.00 } 155,000.00			
OCT 31 78	CONV	65,000.00 }			
OCT 31 78	MORT'G	70,000.00			
OCT 31 78	S'TAX		B*	403.00	
OCT 31 78	S'TAX		B*	68.00	
OCT 31 78	PR'FEE		B*	.50	
OCT 31 78	W'DEED		B*	6.00	* 477.50

This is improved (X) unimproved ( ) property, known as 2178 Golf Club Lane, Nashville, Tennessee
(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 RONALD L. HUFF and wife, DONNA F. HUFF, 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 hereinabove set forth, deed of trust of record in Book 4717, page 735, Register's Office for Davidson County, Tennessee, and taxes for the year 1978, subject to which this conveyance is executed.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Ronald L. Huff and wife, Donna F. Huff, 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 Ronald L. Huff and wife, Donna F. Huff, *hereinafter referred to as trustors, hereby transfer and convey unto* J. R. Schulman, *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 $ 120,000.00, *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 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 31st day of October, *19* 78.

E 97653

IDENTIF. REFERENCE

OCT 31 4 01 PM '78

FELIX Z. HAYNES REGISTER
DAVIDSON COUNTY, TENN.

Paul S. Gold

Shirley S. Gold

Ronald L. Huff

Donna F. Huff

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Annie D. Smith, *a Notary Public in and for said County and State,* Paul S. Gold and wife, Shirley S. Gold, and Ronald L. Huff and wife, Donna F. Huff,

*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* 31st *day of* October, *19* 78.

ANNIE D. SMITH NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Annie D. Smith *Notary Public*

Commission expires