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Installment Deed

This instrumen prepared by:
Karl L. Bishop, Attorney
327 Union Street
Nashville, TN 37219

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
HORTON W. HORTON (NAME)	GUARANTY MORTGAGE COMPANY (NAME)	
102 Guill Court (STREET ADDRESS OR ROUTE NUMBER)	783 Old Hickory Boulevard (STREET ADDRESS)	82-3
Nashville, Tennessee 37214 (CITY) (P. O. ZONE) (STATE)	Brentwood, Tennessee 37027 (CITY) (ZONE) (STATE)	266
		PW

FOR AND IN CONSIDERATION of the sum of Fourteen Thousand Five Hundred Dollars ($14,500.00) *Dollars,*

of which Two Thousand Seven Hundred Ninety and 18/100 Dollars first mortgage shall be assumed by the purchaser and paid according to the terms of the note XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXd, *and for the remainder* $11,709.82

Eleven Thousand Seven Hundred Nine and 82/100------------------------------ *Dollars,*

Horton W. Horton *has executed*

the grantee herein named one lien promissory note of even date herewith in the amount of $11,709.82, payable to the order of Robert S. Hite in monthly installments of $106.41 each, which includes both principal and interest at 10% per annum. First installment being due on March 15, 1979 and one due on the 15th day of each month thereafter until note is paid in full. Payments are to be applied first to interest at 10% on the unpaid balance and then to 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, I, Robert S. Hite

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

his *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Land in Davidson County, Tennessee, being the north 45 feet of Lot No. 6 and the south 43 feet of Lot No. 7 on the map of George W. Stainback's Subdivision of the Luch H. Lindsley Tract, of record in Book 161, page 141, Register's Office for said County.

Said parts of said lots adjoin and front together 88 feet on the easterly side of Meridian Street and run back between parallel lines 145 feet to an alley.

Being the same property conveyed to Robert Sanders Hite by deed from C. C. Sanders and wife, Jennie E. Sanders, of record in Book 5075, page 188, Register's Office for Davidson County, Tennessee

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }
The actual consideration or value whichever is greater, for this transfer is $ 14,500.00
Subscribed and sworn to before me, this the 6th day of February 19 79.
My commission expires: April 25, 1981 (Affix Seal)

[signature] Affiant

[signature] Notary Public

NOTARY PUBLIC DAVIDSON (seal)

This is improved (X) unimproved ( ) property, known as 1023 (House Number) Meridian Street, (Street) Nashville, Tennessee 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 Horton W. Horton his *(successors), heirs and assigns forever.* I *covenant that* I am *lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.*

I *further covenant and bind* myself and my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Horton W. Horton *(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 Horton W. Horton *hereinafter referred to as trustors, hereby transfer and convey unto* Karl L. Bishop*, 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 $ 14,500.00 *, 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 ~~his~~ singular and plural.

Witness our *hand S. this* 6th *day of* February, 1979, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Robert S. Hite
ROBERT S. HITE

Horton W. Horton
HORTON W. HORTON

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Robert S. Hite and Horton W. Horton, *the within named 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, *Tennessee, this* 6th *day of* February, *19*79.

Paul Gilbert
Notary Public

Commission expires April 25, 1981

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 .....

INSTALLMENT DEED

FROM ROBERT S. HITE

TO HORTON W. HORTON

F. 24068

IDENTIF. REFERENCE

APR 13 2 08 PM '79

FELIX Z. WILSON, JR. REGISTER
DAVIDSON COUNTY, TENN.

Compliments of
Chicago Title Insurance Company
First Floor — First American Center
Phone 255-4631
NASHVILLE, TENNESSEE 37208

OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

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RECEIVED OF _____

FOR _____

CO - CONVEYANCE	CC - CERTIFIED COPY	MS - MISCELLANEOUS
MO - MORTGAGE	MR - RELEASE	ST - STATE TAX CONVEY.
WD - WARRANTY DEED	UC - UNIFORM COMMERCIAL CODE	ST - STATE TAX MORT.
TD - TRUST & DEED		PF - PROBATE FEES

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			14500.00- CO	
			11709.82- MO	
			37.70 CO TX	
			9.70 MO TX	
			.50 PRFEE	
			4.00 WDEED	
			CHECK	51.90-
5893A04/13/79			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F 240 68

T

IDENTIFICATION REFERENCE

APR 13 2 03 PM '79

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TENN.

No. 677246