New Owner Rec 56 SEND TAX BILLS TO SAME ADRESS
Thomas P McHugh Apt E 142 P.Bk. 14N-20187
4701 Lebanon Rd INSTALLMENT DEED — TENNESSEE TITLE COMPANY M&P. 105-4-166
FORM 100 Hermitage Tenn 37076 BOOK 5431 PAGE 462

FOR AND IN CONSIDERATION OF the sum of Nine Thousand Five Hundred and no/100 DOLLARS ($9500.00) of which $300.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed their one promissory installment deed note in the principal amount of $9200.00payableto the order of Janie Lattrelle Nesbitt as follows;on the 1st day of June 1979 the amount of $76.96 and a like amount payable on the 1st day of each suceeding month,to be applied first to the payment of interest at the rate of 8% per annum on the principal amount,and the remainder applied to the paymentof principal on the principal amount,as so much from time to time remains unpaid,until both principal and interest has been paid in full.

This Instrument Was Prepared By

MORRIS LEVINE, Attorney-at-Law
717 Stahlman Bldg., Nashville, Tenn.

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,

Janie Lattrelle Nesbitt

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

Thomas P.McHugh and wife,Bettie J McHugh

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

Being the east 40 feet of Lots Nos. 17,20 and 21 on the Plan of John Trimbles National Hill,of record in Book 21,page 103,Register's Office for said County.
Said parts of said lots front 40 feet on the south side of North Hill Street and runs back between parallel lines along the west margin of an alley 150 feet to the line of Lot 21 and 24.
Being the same property conveyed to Janie Lattrelle Nesbitt by deed from Robert M.Garfinkleanf wife,Bette Jane Garfinkle,of record in Book 4471,page 482,Register's Office for said County.

This is improved property located at 41 North Hill St,Nashville 37210

State Of Tenn.
County of Davidson.

Yhe Actual Consideration or value,whichever is greater for the transfer is $9500.00

Affiant

My commission expires 2-14-80
(Affix Seal)

Subscribed and sworn to before me this,the 27th day of April 1979

Notary public

NOTARY PUBLIC DAVIDSON COUNTY

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. except 79 taxes,prorated and assumed by purchaser.

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 Jack J.Cohen 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 $ Ins Value until the notes herein secured are fully paid, and to have the less, 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 27th day of April 19 79

Janie Lattrelle Nesbitt

Thomas P McHugh

Bettie J McHugh

STATE OF Tenn.
COUNTY OF Davidson

Personally appeared before me, Sarah Horner, a Notary Public in and for said County and State, the within named Janie Lattrelle Nesbitt, Thomas P McHugh, Bettie J. McHugh, the bargainors, 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 27th day of April 19 79

Commission Expires 2-11-80 Sarah Horner Notary Public

STATE OF _____
_____ County

Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____, with whom I am personally acquainted and who upon { his oath / their several oaths } acknowledged { himself / themselves } to be the _____ and _____ respectively of the _____ the within named bargainor, a corporation, and that { he / they } as such _____ and _____, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said _____ as such _____ and attesting the same by the said _____ as such _____

WITNESS my hand and official seal at office at _____ on this the _____ day of _____, 19____

My commission expires _____ Notary Public

INSTALLMENT DEED

FROM

F.27841

IDENTIFICATION

MAY 4 3 05 PM 79

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TENNESSEE

STATE OF TENNESSEE
DAVIDSON COUNTY

Received for record this _____ day of _____ A. D. 19____ at _____ o'clock _____ M., Noted in Book _____ Page _____ Recorded in Book _____ Page _____ Recording Fee $ _____

County Register By _____ Dept. Reg.

Published by

TENNESSEE TITLE COMPANY
Nashville, Tenn.
Zone Office
LAWYERS TITLE INSURANCE CORPORATION
of Richmond, Virginia

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

BOOK 5431 PAGE 464

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
			9500.00-	CO
			9200.00-	MO
			24.70	CO TX
			7.20	MO TX
			.50	PRFEE
			4.00	WDEED
			CHECK	36.40-

0815A05/04/79 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F. 27.84

IDENTIF. REFERENCE

MAY 4 3 05 PM '79

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

No. 682019