expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable

Installment Deed

BOOK 5478 PAGE 639

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
James Luna, Jr.	Same	128
(NAME): 100 Beech Bend Ct.	(NAME):	63
(STREET ADDRESS OR ROUTE NUMBER): Nashville, TN 37221	(STREET ADDRESS):	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Forty Thousand ($40,000.00) *Dollars,*

of which Five Thousand ($5,000.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Thirty Five Thousand ($35,000.00) *Dollars,*

JAMES LUNA and wife, SUE LUNA *have executed* a promisory note in the amount of Thirty-five Thousand ($35,000.00) dollars at ten percent (10%) interest payable in 24 semiannual installments of Two Thousand Five Hundred ($2,500.00) Dollars first payment due February 6, 1980 and Two Thousand Five Hundred ($2,500.00) Dollars August 6, 1980 and on with succeeding consecutive years on February 6 and August 6 until paid in full. The note may not be prepaid during the first five (5) years. This mortgage may not be assumed without permission of the lawful holder. The 25th and final payment being due on February 6, 1992 will be in the amount of One Thousand and Four dollars and sixty-two cents ($1,704.62).

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, Frank H. Carter and wife, Dolores H. Carter

have this day bargained and sold, and do hereby transfer and convey unto the said James Luna and wife, Sue Luna

their *(successors), heirs and assigns,*

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

Land in the 8th, formerly the 12th, Civil District of said County and State, described according to a survey made by W. C. Greer, Surveyor, July 9, 1941, as follows:

Beginning at a point in the center of Old Hickory Boulevard in John O'Brien's south line; thence with the center of said Old Hickory Boulevard, south 28 deg. west 38 poles to a stake; thence westwardly 47-3/4 poles to three elms; thence north 28 deg. east and parallel to said Old Hickory Boulvard 38 poles to a stake in the southern boundary line of a tract of land owned by John O'Brien; thence eastwardly, with the southern boundary line of said O'Brien's tract of land, 47-3/4 poles to the beginning, containing 11 acres, more or less.

Being the same property conveyed to Frank H. Carter and wife, Dolares H. Carter by deed from Edward A. Beasley and wife, Elizabeth G. Beasley of record in Book 3710 page 343 Registers Office for Davidson County, Tennessee.

Not included in this conveyance is approximately 0.90± acres being part of the above described property and more particularly described as follows:

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $40,000.00

Subscribed and sworn to before me, this the 7th day of August, 1979

Affiant

My commission expires: 3-22-81

(Affix Seal)

Notary Public.

expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable

Land in the 8th Civil District of Davidson County, Tennessee and being part of the property described in Book 1469 Page 566 RODC, Tennessee and more particularly described as follows:

Beginning in the centerline of Old Hickory Blvd. 410' north of Etheridge's northeast corner and running thence N84°-18'W 262' to an iron pin; thence N28°-30'E 164' to an iron pin; thence S84°-18'E 262' to the centerline of Old Hickory Blvd.; thence S28°-30'W 164' to the beginning and containing 0.90± acres.

Being the same property conveyed to Dr. John David Hopkins and wife, Lillian Hopkins of Record in Book 3761 Page 282 and Book 3761 Page 299, Registers Office of Davidson County, Tennessee.

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unimproved (✓)
This is improved ( ) property, known as ..... (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 James Luna and wife, Sue Luna *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.*

We *further covenant and bind* ourselves and our *heirs and representatives, to warrant and forever defend the title to said real estate to said* James Luna and wife, Sue Luna *(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 James Luna and wife, Sue Luna *hereinafter referred to as trustors, hereby transfer and convey unto* Robert E. Hoehn, *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:* To serve a note in the amount of Thirty-five Thousand ($35,000.00) Dollars at ten percent (%10).

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 $ 0, *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 10 *percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.*

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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 7 *day of* August, *19* 79.

X Frank H. Carter
FRANK H. CARTER
X Dolores H. Carter
DOLORES H. CARTER
X James Luna
JAMES LUNA
X Sue Luna
SUE LUNA

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, R. Price Nimmo, *a Notary Public in and for said County and State,* Frank H. Carter, Dolores H. Carter James Luna + Sue Luna

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* 7 *day of* August, *19* 79.

R. PRICE NIMMO NOTARY PUBLIC DAVIDSON COUNTY TENNESSEE

Notary Public

Commission expires

R. PRICE NIMMO
NOTARY PUBLIC AT LARGE
My Commission Expires March 22, 1982

STATE OF.....

COUNTY OF.....

Personally appeared before me, ..., a Notary Public in and for said County and State, ...

.....

the within named 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 }

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.....

F. 4 4 8 8

INSTALLMENT DEED

FROM

TO

This Instrument Prepared By:

Nimmo & Hoehn
Attorneys at Law
2020 Parkway Towers
404 James Robertson Parkway
Nashville, Tennessee 37219
(615) 254-1444

Chicago Title Insurance Company
First American Center — Phone 255-4631
NASHVILLE, TENNESSEE 37238

IDENTIF. REFERENCE

AUG 8 9 37 AM '79

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

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
			40000.00-	CO
			35000.00-	MO
			104.00	CO TX
			38.00	MO TX
			.50	PRFEE
			12.00	TDEED
			CHECK	149.50-
2392	A	08/08/79	BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F. 4. 4. 8. I. 8.

T
IDENTIF. REFERENCE

AUG 8 9 37 AM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 702949