Installment Deed

BOOK 5498 PAGE 610

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
John R. Andrews (NAME)	Same John R. Brown (NAME)	7DA-43515
N-4 Hobbs House (STREET ADDRESS OR ROUTE NUMBER)	147 Alton (STREET ADDRESS)	131-2-4
Nashville, TN 37215 (CITY) (P. O. ZONE) (STATE)	Nashville TN 37203 (CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of --Thirty-seven Thousand Five Hundred and 00/100 (37,500.00)---------- *Dollars,*

of which --Seven Thousand Five Hundred and 00/100 (7,500.00)-------

---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder of Thirty Thousand and 00/100 (30,000.00) ---------- *Dollars,*

I, JOHN R. BROWN,

have executed

my promissory note of even date herewith payable to Grantor in 360 monthly payments of $274.50 each, including principal and interest at the rate of 10-1/2 per cent per annum, with first of said monthly payments due on October 1, 1979, and on the like day of each succeeding 359 months until all have been made;

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, MARGARET ANN ANDREWS, unmarried,

have this day bargained and sold, and do hereby transfer and convey unto the said JOHN R. BROWN, unmarried, his

(successors), heirs and assigns,

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

Being Unit No. N-4, of Hobbs House Condominium Apartments, of record in Book 4595, Page 74, as amended in Book 5200, Page 54, said Register's Office, and by Master Deed of record in Book 5289, Page 515, said Register's Office, to which reference is hereby made for a more complete description of said land.

Being the same property conveyed to Margaret Ann Andrews by deed from Andrews Properties, Inc., a Tennessee corporation, of record in Book 5302, Page 796, said Register's Office.

This conveyance is made subject to all the provisions of the Tennessee "Horiztonal Property Act" as the same is set out in Section 64-2701 et seq. of the Tennessee Code Annotated, and is subject to the provisions and requirements thereof; and is subject to the Bylaws for the administration thereof; also subject to easements, rights and interest in favor of other unit owners and all sewer, water, electrical, telephone and other utility easements now or hereafter established over, through or upon the land embracing the regime and building thereon; and also including without limitations all conditions, covenants,

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 37,500.00

Affiant

Subscribed and sworn to before me this the 14th day of September, 79

My commission expires: 2-10-80

(Affix Seal)

Notary Public

restrictions, options, burdens, assessments, and other undertakings contained in the Master Deed Establishing a Horizontal Property Regime of Hobbs House Condominium Apartments of record in Book 5289, Page 515, said Register's Office, as amended in Book 5292, Page 958, and further amended in Book 5293, Page 612, said Register's Office.

Said property is conveyed subject to Deeds of Trust as set out in Book 5239, Page 439, said Register's Office, and in Book 4361, Page 816, said Register's Office.

Taxes for 1979 to be pro rated and assumed by Grantee.

unimproved ( )
This is improved (X) property, known as Unit N-4, Hobbs House, Nashville, TN 37215
(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 John R. Brown, 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,* except as herein set out.

I *further covenant and bind* myself, my ..... *heirs and representatives, to warrant and forever defend the title to said real estate to said* John R. Brown, his ..... *(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 John R. Brown, unmarried, ... *hereinafter referred to as trustors, hereby transfer and convey unto* James C. Hofstetter ....., *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 $insurable/value *, 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.

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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 14th *day of* September, *19* 79

THIS INSTRUMENT PREPARED BY:
Hofstetter & Hofstetter, Attorneys
Home Federal Tower, 8th Floor
230 Fourth Avenue, North
Nashville, TN 37219

Margaret Ann Andrews

John R. Brown

SEP 14 11 20 AM '79
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

IDENTIFICATION REFERENCE

F 5 1 9 1 5

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned *a Notary Public in and for said County and State,* Margaret Ann Andrews and John R. Brown,

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 XXXXXXX
this 14th *day of* September, *19* 79.

Wanda Felt *Notary Public*

Commission expires 2-10-80

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

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RECEIVED OF _____

FOR _____

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			37500.00- CO	
			00 .00- MO	
			97.50 CO TX	
			20.00 MO TX	
			.50 PRFEE	
			5.00 MISC	
			CHECK 150.00-	
			9/14/78 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F. 5 1 9 1 5

IDENTIF. REFERENCE

SEP 14 11 20 AM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 711762