21

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS:
Bobby Clay Sircy, Jr. & wife, Karen West Sircy (NAME) 2302 Woodmont Blvd. (STREET ADDRESS OR ROUTE NUMBER) Nashville, Tennessee 37215 (CITY) (P. O. ZONE) (STATE)	same (NAME) (STREET ADDRESS) (CITY) (ZONE) (STATE)	117-6-92

BOOK 5532 PAGE 17

INSTALLMENT DEED

FOR AND IN CONSIDERATION OF the sum of One Hundred Twenty-One Thousand ($121,000.00) DOLLARS

of which $ 75,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees make their note for $46,000.00 payable to Florence E. Hudson and Florence Ann Melcher. Said note of $46,000.00 is at ten percent (10%) per annum payable in equal installments of $403.65 per month for ten (10) years when said note becomes due and payable, December 1, 1989. Said monthly note is amortized over a period of thirty (30) years. No pre-payment penalty will be assessed if paid in partial or full payment prior to December 1, 1989. This installment deed is a second mortgage subject to the prior mortgage of Independent Life & Accident Insurance Company, Keith B. Simmons, Trustee, Book 5532, Page 20, Davidson County, Tennessee.

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.

Florence E. Hudson, unmarried

hereinafter called the ~~XXXXXXX~~ grantor has this day bargained and sold, and do hereby transfer and convey unto Bobby Clay Sircy, Jr. et ux and wife, Karen West Sircy

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

Being the easterly 40 feet of Lot No. 34 and the westerly 75 feet of Lot No. 35 on the plan of E. L. Hampton's Subdivision, called Hillsboro Heights, not of record, described according to a survey made by W. B. Southgate, Engineer, December 26, 1912, as follows:

Beginning on the northerly margin of Woodmont, formerly Concrete Boulevard, at a point 225 feet west of the center line of 23rd Avenue South; thence with the northerly margin of said Boulevard westwardly 115 feet to a point 260 feet easterly from the corner of Lots Nos. 33 and 34; thence northwardly 365 feet, more or less, to the southern boundary line of Lot No. 24 on said plan; thence westwardly and parallel with said Boulevard 115 feet to a point 225 feet west of the center line of said 23rd Avenue South; thence southwardly and parallel with said 23rd Avenue South, 365 feet, more or less, to the beginning.

Being the same property conveyed to Florence E. Hudson by deed from A. K. Head and wife, of record in Book 1157, page 442, Register's Office for Davidson County, Tennessee.

This is improved (X) unimproved ( ) property known as 2302 Woodmont Blvd. (House Number) (Street) (P. O. Address) Nashville, Tennessee 37215 (City or Town) (Postal Zone)

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.

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 James L. Curtis 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 $ 121,000.00 until the notes herein secured are 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 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 self 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.

grantor

IN WITNESS WHEREOF, we, the said ~~grantors~~ and grantees, have hereunto set our hands this the 16th day of November, 19 79.

X Bobby Clay Sircy, Jr.
Bobby Clay Sircy, Jr.

X Florence E. Hudson
Florence E. Hudson, unmarried

X Karen West Sircy
Karen West Sircy, ~~Jr.~~ KS

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 121,000.00

X Bobby Clay Sircy, Jr.
Affiant

Subscribed and sworn to before me, this the 16th day of November 1979

My commission expires 8/2/80 (Affix Seal)

James L. Curtis
Notary Public

JAMES L. CURTIS NOTARY PUBLIC DAVIDSON CO.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Anne Mandlin

Personally appeared before me, ~~JAMES L. CURTIS~~, a Notary Public in and for said County and State, the within named Bobby Clay Sircy, Jr. and Karen West Sircy, and Florence E. Hudson the 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 16th day of November 1979

Commission Expires ~~8/2/80~~ 7-18-82

Anne Mandlin
Notary Public.

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 _____

This instrument was prepared by:

Name Address

INSTALLMENT DEED

628

FROM

FLORENCE E. HUDSON
(unmarried)

TO

BOBBY CLAY SIRCY, JR. and wife,
KAREN WEST SIRCY

F 63809

IDENTIF. REFERENCE

NOV 16 3 59 PM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Prepared by
Pioneer National Title Insurance Company

Published by
Pioneer National Title Insurance Company
A Ticor Corporation
344 4th Avenue North
NASHVILLE, TENNESSEE 37219
Phone (615) 259-2290

FORM NO 1005—HESSEY 8-1-75

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____ BOOK 5532 PAGE 19

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
			121[illegible].00- CO	
			46[illegible].00- MO	
			314.60 CO TX	
			44.00 MO TX	
			.50 PRFEE	
			6.00 WDEED	
			CHECK 365.10-	
6295	11/16/79	SAL		.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F63809

IDENTIF. REFERENCE

NOV 16 3 59 PM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 726160