79-12-22

File Box 4

BOOK 5546 PAGE 310

2954

12/20 96.20- CHECK

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD-4

FROM

Richard W. Hatfield, a single person

TO

Henry Lee Quarles and mother, Evelyne Quarles Moore

For draftsman's use

Prepared by
Foley and Weiss Atty
1208 Fidelity Federal
Nashville, Tn.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Henry Lee Quarles et al (NAME)	Fidelity Federal S & L Association (NAME)	80-3-47
3411 Cocoa Drive (STREET ADDRESS OR ROUTE NUMBER)	4th & Union Street (STREET ADDRESS)	13DA-65665
Nashville, TN. (CITY) (STATE) (P. O. ZIP)	Nashville, TN. 37219 (CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

IDENTIF. REFERENCE

DEC 20 9 34 AM '79

FELIX ZOLLICOFFER REGISTER
DAVIDSON COUNTY, TENN.

F6894 5

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 29,500.00 Henry Lee Quarles
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 18TH. DAY OF December 19 79

Notary Public

MY COMMISSION EXPIRES: 6/7/80

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of TWENTY-NINE THOUSAND FIVE HUNDRED AND NO/100 ($29,500.00) DOLLARS

of which $ 181.06 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees herein assume and agree to pay the unpaid principal balance owing on a certain note payable to Fidelity Federal Savings & Loan Association in the original principal amount of $15,450.00 as of record in Book 4507, page 76, Register's Office Davidson County, Tennessee, and as further consideration, the Grantees herein have executed their joint promissory note of even date herewith in the original principal amount of $14,974.90 payable in 216 monthly installments of $169.52 each, including principal and interest at the rate of 12% per annum, the first installment being due and payable simultaneously with the execution of this note, and each future monthly installment being due and payable the first day of each succeeding month hereafter, beginning January 1, 1980, with the balance due and payable on or before November 1, 1997. The Grantees herein agree to make monthly payments to the Grantor herewith, which shall equal the amount of the total of the 1st mortgage payment to Fidelity Federal Savings & Loan Association*

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,

RICHARD W. HATFIELD, A SINGLE PERSON

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

HENRY LEE QUARLES, A SINGLE PERSON AND MOTHER, EVELYNE QUARLES MOORE

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

LAND in Davidson County, Tennessee, being Lot 506 on the Plan of Bordeaux Hills, Section 8, of record in Book 4175, page 113,Register's Office for said County.

SAID Lot 506 fronts 63.14 feet on the easterly side of Cocoa Drive and runs back 140.19 feet on the northerly line and 158 feet on the southerly line toa dead line in the rear measuring 44.82 feet thereon.

BEING the same property conveyed to Richard W. Hatfield by deed from James F. Patton and wife, Sylvia H. Patton, of record in Book 5506, page 922, Register's Office for said county.

This conveyance is subject to restrictive covenants of record in Book 4397, page 742, said REgister's Office;easements & setback lines as set forth on the above plan of record;and taxes for the current year which have been prorated and assumed by the Grantees herein.

Martin L. Moore, husband of the above named Evelyne Quarles Moore,joins in this conveyance for the purpose of releasing any and all rights he may have in and to the above described property especially his marital rights.

*plus the promissory note executed by the Grantees herein. The Grantees further agree that their monthly payments shall be adjusted upon notice from the Grantor of any change in the mortgage payment which is required by Fidelity Federal Savings & Loan Association. The Grantor shall be responsible for making all first mortgage payments. (Reference is made to said note for complete terms & conditions)

This is unimproved ( ) improved ( ) property, known as _____ (House Number) (Street) P. O. Address: (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 J.J. Foley, Jr. 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 $29,500.00 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 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 18th day of December 19 79.

Henry Lee Quarles — Richard W Hatfield

Evelyn Quarles Moore — Martin L Moore Jr.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Richard W. Hatfield, and Henry Lee Quarles and his mother Evelyne Quarles Moore

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, Tennessee, this 18th day of December, 19 79

Otto Weiss, Notary Public.

Commission expires 6/7/80

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named MARTIN L. MOORE

the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained. Witness my hand and official seal at NASHVILLE, Tennessee, this 18th day of DECEMBER 1979

Commission expires 6/7/80

Notary Public

this 18 day of Dec, 19 79

Notary Public.

Commission expires 4-17-83

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 5546 PAGE 312

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
			29500.00- CO	
			14974.50- MO	
			76.70 CO TX	
			13.00 MO TX	
			.50 PRFEE	
			6.00 WDEED	
			CHECK	96.20-
			2954A12/20/79 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F68945

IDENTIFICATION REFERENCE

DEC 20 9 34 AM '79

REGISTER OF DEEDS
DAVIDSON COUNTY, TENN.

No. 732610