Map 83-1
Par 180 Jw

BOOK 5567 PAGE 910

This instrument prepared by:
MacFARLAND, COPAS & HAMILTON
108 North Greenwood Street
Lebanon, TN 37087

INSTALLMENT DEED

For and in Consideration of the sum of Thirty One Thousand and 00/100 ($31,000.00) Dollars, of which Three Thousand and 00/100 ($3,000.00) Dollars, has been paid in cash by grantees the receipt of which is hereby acknowledged, and for the remainder Twenty Eight Thousand and 00/100 ($28,000.00) Dollars, the said GLENN S. WHITE and wife, PEGGY N. WHITE have executed their Installment Deed Note of even date in the principal sum of Twenty Eight Thousand and 00/100 ($28,000.00) payable to the order of Clyde J. Hudgens and Lottie G. Hudgens, in monthly installments in the sum of $245.72, commencing on March 1, 1980, with the last installment in the sum of $22,975.13 due on March 1, 1995, together with any and all conditions and provisions in said Note,

~~all of said notes bearing six per cent interest from date~~, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, we, CLYDE J. HUDGENS and wife, LOTTIE G. HUDGENS,

have this day bargained and sold, and do hereby transfer and convey unto the said GLENN S. WHITE and wife, PEGGY N. WHITE, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being the westerly 60 feet of the easterly 120 feet of Lots Nos. 21 and 22 and the westerly 60 feet of the northerly 10 feet of the easterly 120 feet of Lot No. 23 on the map of James Burn's Subdivision, as of record in Book 1421, Page 40, Register's Office for said County.

Said parts of said lots front 60 feet on the southerly side of Granada Avenue and run back between parallel lines 110 feet to a dead line.

BEING the same property conveyed to Clyde J. Hudgens and wife, Lottie G. Hudgens, by deed from Joyce Ann Reece (formerly Joyce Ann Fletcher), by deed dated June 28, 1972, recorded in Book 4614, Page 981, in the Register's Office for Davidson County, Tennessee.

This is unimproved (X) improved ( ) property, known as 922 Granada Avenue, Nashville, TN 37206
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

02/20 119.10- CHECK

3503

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said GLENN S. WHITE and wife, PEGGY W. WHITE, 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 heirs and representatives, to warrant and forever defend the title to said real estate to said GLENN S. WHITE and wife, PEGGY W. WHITE, 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 me in hand paid, we, the said GLENN S. WHITE and wife, PEGGY W. WHITE,

do hereby transfer and convey unto Gary D. Copas, 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 GLENN S. WHITE and wife, PEGGY W. WHITE,

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 $ fair insurable value 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 interst 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 GLENN S. WHITE and wife, PEGGY W. WHITE, 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; If 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 trust 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 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 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 Glenn S. White and Peggy W. White 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 Gary D. Copas, Trustee, shall be vested in said successor.

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 GLENN S. WHITE and wife, PEGGY W. WHITE, and CLYDE J. HUDGENS and wife, LOTTIE G. HUDGENS, hereunto set our hands at Nashville, Tennessee, this the 5th day of February 19 80

Clyde J. Hudgens
Clyde J. Hudgens

Lottie G. Hudgens
Lottie G. Hudgens

Glenn S. White
Glenn S. White

Peggy W. White
Peggy W. White

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named bargainors, CLYDE J. HUDGENS and wife, LOTTIE G. HUDGENS, and GLENN S. WHITE and wife, PEGGY W. WHITE,

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 day of February, 19 80

Commission Expires July 16 - 1982

Clyde Hall, Notary Public.

STATE OF _____

_____ **County.**

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the 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 }

BOOK 5567 PAGE 913

Before me, ..., a Notary Public of the State and County aforesaid, personally appeared .....,

with whom I 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 .....

(over for additional acknowledgements)

INSTALLMENT DEED

FROM

CLYDE J. HUDGENS et ux

TO

GLENN S. WHITE et ux

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

F 77082

IDENTIF. REFERENCE

FEB 20 10 52 AM '80

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

TOLLEY CO. NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
GLENN S. WHITE (NAME)	Same Address (NAME)	
922 Granada Ave. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tenn. 37206 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 31,000.00 G. S. White
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 5TH DAY OF Feb. 1980

Notary Public

MY COMMISSION EXPIRES: July 18-1982

(AFFIX SEAL)

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

BOOK 5567 PAGE 914

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
			31000.00- CO	
			28000.00- MO	
			80.60 CO TX	
			28000.00- MO	
			80.60 CO TX	
			26.00 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK 119.10-	
			[illegible] .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F 770 82

IDENTIF. REFERENCE

FEB 20 10 52 AM '80

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TENN.

No. 742788