Prepared by W.S. Hazlett, Atty
4811 Hillwood Drive
Nashville, Tn 37215

Installment Deed

BOOK 5622 PAGE 924

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Charles S. Huddleston	-SAME-	13D-16005
(NAME)	(NAME)	
2111 Buena Vista Pike		Map 10. 13
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par. 19 & 20
Nashville Tn 37218		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

8627 07/10 48.40- CHECK

FOR AND IN CONSIDERATION of the sum of Eleven Thousand Five Hundred and 00/100 ($11,500.00)---------- *Dollars,*

of which Five Hundred and 00/100 ($500.00)---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Eleven Thousand and 00/100 ($11,000.00)---------- *Dollars,*

we, CHARLES S. HUDDLESTON and wife, JANICE FAYE HUDDLESTON,

have executed

their promissory note in the principal amount of Eleven Thousand and 00/100 ($11,000.00) Dollars, payable to Woodrow W. Atwood, Sr., in Ninety-Two (92) monthly installments of One Hundred Fifty and 00/100 ($150.00), with a final payment of Eighty-Seven and 08/100 Dollars ($87.08), including interest at the rate of six percent (6%) per annum, with the first payment being due July 1, 1980,

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,

we, WOODROW W. ATWOOD, SR. and wife, MARGARET C. ATWOOD,

have this day bargained and sold, and do hereby transfer and convey unto the said

CHARLES S. HUDDLESTON and wife, JANICE FAYE HUDDLESTON,

their *(successors), heirs and assigns,*

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

TRACT NO. 1: Land in the 13th Civil District of Davidson County, Tennessee, described as follows:

Beginning at a point in the center line of Buena Vista Pike, formerly Hamilton Road, 507.2 feet northeast of the center line of Hydes Ferry Pike at the northwest corner of said Buena Vista Pike or Hamilton Road a 10 foot alley; thence along the margin of said alley, north 41-1/2° west 197 feet to the easterly margin of a 10 foot private alley; thence north along the margin of said alley, 38 feet, more or less, to the southwest corner of the property conveyed to Shelby Avenue Baptist Church by deed of record in Book 1092, page 315, Register's Office for Davidson County, Tennessee; thence along said Church property line, south 49° 57' east 137 feet to the northwest corner of the property conveyed to Albert Allen by deed of record in Book 1642, page 553, said Register's Office; thence along line, south 45° 30' west 46.7 feet to an iron pin; thence south 36° 09' east 74.3 feet to a spike in the center of Buena Vista Pike; the said Hamilton Road; thence along the center of same, south 32° 45' west 10.2 feet to the beginning.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 11,500.00

Subscribed and sworn to before me, this the 3rd day of June 19 80

Charles S Huddleston
Affiant

My commission expires: 10/18/81 (Affix Seal)

W S Hazlett
Notary Public

TRACT NO. 2: Land in the 13th Civil District of Davidson County, Tennessee, described according to a survey of Watkins & Murray, Surveyors, October 6, 1948, as follows:

Beginning at an iron pin in the center line of Hamilton Road, 10.2 feet north of a 10 foot alley shown on the Plan of Resha Heights, said point also being 517.4 feet, more or less, north of the center line of Hydes Ferry Pike; thence with the center line of Hamilton Road, north 32° 45' east 64.8 feet to a spike at the southeast corner of the property conveyed to the Trustees of Bordeaux Baptist Church by deed of record in Book 1284, page 492, Register's Office for Davidson County, Tennessee; thence along the south line of said Church property, north 49° 57' west 60 feet to an iron pin; thence south 45° 31' west 46.7 feet to an iron pin; thence south 36° 09' east 74.3 feet to the beginning.

Being the same property conveyed to Woodrow W. Atwood, Sr. and wife, Margaret C. Atwood by deed from Robert Allen, Joe Allen, Daisy Allen Oldfield, Elbert Allen and Annette Allen Neal, as all the surviving heirs of Albert Allen, Deceased, of record in Book 4024, page 638, Register's Office for Davidson County, Tennessee.

This is unimproved ( ) improved (X) property, known as 2113 & 2113-1/2 Buena Vista Pike, Nashville, TN.
(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 Charles S. Huddleston and wife, Janice Faye Huddleston, 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, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Charles S. Huddleston and wife, Janice Faye Huddleston, their *(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 Charles S. Huddleston and wife, Janice Faye Huddleston, *hereinafter referred to as trustors, hereby transfer and convey unto* Douglas R. Berry, *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.

BOOK 5622 PAGE 926

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 3rd *day of* June, *19* 80

F. 9.6.9.9.0

T
IDENTIF. REFERENCE

Jul 10 10 53 AM '80

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Woodrow W. Atwood Sr.
Woodrow W. Atwood, Sr.

Margaret C. Atwood
Margaret C. Atwood

Charles S. Huddleston
Charles S. Huddleston

Janice Faye Huddleston
Janice Faye Huddleston

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned authority, *a Notary Public in and for said County and State,* Woodrow W. Atwood, Sr. and wife, Margaret C. Atwood, Charles S. Huddleston and wife Janice Faye Huddleston

*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* 3rd *day of* June, *19* 80

W. S. Hazlette
Notary Public

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Commission expires 10/16/81

BOOK 5655 PAGE 351

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me the undersigned authority, *a Notary Public in and for said County and State,* Charles S. Huddleston and wife, Janice Faye Huddleston *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* ..... *day of* June, *19* 80.

..... *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 .....

INSTALLMENT DEED

FROM

WOODROW W. ATWOOD, SR., et ux

TO

CHARLES S. HUDDLESTON, et ux

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

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR BOOK 5622 PAGE 928

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
			11500.00-	CO
			11000.00-	MO
			29.90	CO TX
			9.00	MO TX
			.50	PRFEE
			9.00	WDEED
			CHECK	48.40-
8827A07/10/80			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F. 9 6 9 9 0

T
IDENTIF. REFERENCE

Jul 10 10 53 AM '80

FELIX Z. WILSON ☐ REGISTER
DAVIDSON COUNTY, TENN.

No. 767144