43-14-34-1

KB

INSTALLMENT DEED — The DAVIDSON COUNTY TITLE CO. INC.

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FOR AND IN CONSIDERATION OF the sum of Forty-Five Thousand And No/100----------
----------($45,000.00)---------- DOLLARS

of which $ 5,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed their note in the original principal amount of $40,000.00 payable according to the terms and conditions thereof

STATE OF TENNESSEE:
COUNTY OF DAVIDSON:

The actual consideration or value whichever is greater, for this transfer is $45,000.00

Robert B. Huffine
Affiant

Sworn to and subscribed before me this 29th day of October 1980.

Notary Public

My Commission Expires: 5/11/83

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, Huffine Electric Company, a Tennessee Corporation

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

V. Edward Freeman and wife, Shirley Freeman

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

Being a tract of land in the Eleventh Civil District of Davidson County, Tennessee described as follows:

Beginning at a point in the southern margin of New Larkin Springs Road, now known as Old Hickory Boulevard, 3,462.5 feet more or less east of the easterly margin of Gallatin Road, at the common corner of a tract of 3.2 acres and a tract of 4.0 acres, more or less; thence with the line between said tract, southeasterly 150.0 feet; thence easterly, parallel to the south margin of Old Hickory Boulevard 50.0 feet; thence northerly parallel to the west line, 150 feet to the south margin of Old Hickory Boulevard; thence with the margin of the same, westerly 50 feet to the point of beginning.

Being the same property conveyed to Huffine Electric Company by deed from Bernice H. Huffine and wife, Frances C. Huffine, of record in Book_____, page_____, Register's Office for said County.

Grantor will repair the roof and overhead type garage door at rear of basement and warrants roof not to leak for a period of one year from date hereof.

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 Rex Turner, 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 $insurable value and 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:

1356 10/29 161.50 - CHECK

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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 30TH day of September 19 80

V. Edward Freeman

HUFFINE ELECTRIC COMPANY Shirley Freeman

By: Bernice H. Huffine
PRESIDENT

FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY, TENN.
OCT 29 10 21 AM '80

IDENTIF. REFERENCE

G.I. 4973

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 V. Edward Freeman and wife, Shirley Freeman 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 Madison, Tennessee this 30th day of September 1980

Commission Expires February 8, 1983 Sherry L. Brown Notary Public.

STATE OF Tennessee
County of Davidson County

Before me, the undersigned a Notary Public within and for the State and County aforesaid, personally appeared Bernice H. Huffine with whom I am personally acquainted and who upon { his oath / ~~their several oaths~~ } acknowledged { himself / ~~themselves~~ } to be the president and ~~_____~~ respectively of the Huffine Electric Company the within named bargainor, a corporation, and that { he / ~~they~~ } as such president ~~_____~~, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said Bernice H. Huffine as such president ~~constituting the officer of the said corporation~~.

WITNESS my hand and official seal at office at Madison, Tennessee on this the 30th day of September, 1980

My commission expires October 17, 1982 Notary Public

INSTALLMENT DEED

FROM
Huffine Electric Company

TO
V. Edward Freeman and wife,
Shirley Freeman

THIS INSTRUMENT PREPARED BY:
Dennis Wright, Attorney
632 Old Hickory Blvd.
Madison, Tenn. 37115

SEND TAX BILLS TO:
V. Edward Freeman, et ux
600 Old Hickory Blvd.
Madison, Tenn. 37115

THE DAVIDSON COUNTY TITLE CO. INC.
2544 Lebanon Road
Nashville 14, Tennessee
Representing
SOUTHERN TITLE INSURANCE COMPANY
and
THE TITLE INSURANCE CORPORATION OF PENNSYLVANIA

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____ BOOK 5671 PAGE 153

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
			450[illegible].00- CO	
			400[illegible].00- MO	
			117.00 CO TX	
			36.00 MO TX	
			.50 PRFEE	
			6.00 WDEED	
			CHECK 161.50-.	
			1356A10/29/80 BAL .01	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G.I.4973

T
IDENTIF. REFERENCE

Oct 29 10 23 AM '80

FELIX Z. WILSON, II, REGISTER
DAVIDSON COUNTY, TENN.

No. 788914