FORM 1008

INSTALLMENT DEED

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ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Anderson W. Hughes, et ux	Same	69-7-34
(NAME:)	(NAME:)	
2019 Jordan Drive		13DA-56065
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee 37218		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION OF the sum of Seventy Thousand Five Hundred ($70,500.00) ---------

---------- DOLLARS

of which $ 25,000.00 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 agreed to assume a first mortgage in the amount of $20,796.37 of record in Book 4301, page 996, Register's Office for Davidson County, Tennessee, and payable to First Federal Savings & Loan Association; and have further executed their promissory note in the principal sum of $24,703.63, of even date herewith, which said note is payable to the order of Erma G. Dozier. Said note provides for the payment of attorney's fees, if placed in the hands of an attorney for collection. Said note being payable in monthly installments of $350.00 per month each, including interest at the rate of 12% per annum on the unpaid principal balance. Monthly payments are to be applied, first, to the payment of interest on the principal, or so much thereof as shall from time to time remain unpaid, and the balance to be applied to payment of principal, until the entire amount is paid in full. The first payment of $350.00 is due and payable on the 1st day of JANUARY 1981 and thereafter on or before the 1st day of each succeeding month continuing for one year from the date of note, and at that time, or in the event Grantees sell their present home, whichever event occurs first, then, at that time, Grantees agree to pay to Grantor the sum of $15,000.00 on the second mortgage note, and continue monthly payments in the amount of $250.00 thereafter, on the 1st day of each succeeding month thereafter until full payment is made,

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,

I, Erma G. Dozier, an unmarried woman,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Anderson W. Hughes and wife, Ella B. Lett Hughes

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

LAND in Davidson County, Tennessee, being Lot No. 22 on the Plan of Clintondale, as of record in Book 2330, page 120, Register's Office for said County.

SAID Lot No. 22 fronts 214.8 feet on the northwesterly side of Jordan Drive and extends back between lines 160.7 feet on the northeasterly line and 254.9 feet on the southwesterly line to a dead line measuring 199.2 feet.

BEING the same property conveyed to Erma G. Dozier by deed of record in Book 4301, page 994, and by Divorce Decree in Docket No. 76287, Fourth Circuit Court, Davidson County, Tennessee.

This is unimproved ( ) improved (X) property, known as 2019 (House Number) Jordan Drive (Street) Nashville, (P. O. Address:) Tennessee (City or Town) 37218 (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 except as appears of record.

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 Morris Levine 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 $50,000.00 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 herein, 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:

190 12/15 212.50- 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 8th day of DEC. 19 80.

Erma G. (Dozier) Anderson W. Hughes

Ella B. Lett Hughes

ARTHUR G. McGOWAN NOTARY PUBLIC AT LARGE VIRGINIA

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS
$ 70,560.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 15th DAY OF Dec. 19 80

Deputy Register

STATE OF VIRGINIA
City/~~COUNTY~~ OF VIRGINIA BEACH

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Elma G. Dozier the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at 9Am this 8th day of December 19 80

Commission Expires 8-21-82 Arthur G. McGowan Notary Public.

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 Anderson W. Hughes and wife Ella B. Lett Hughes 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, Davidson County Tennessee, this 12th day of Decmbr, 19 80.

Chas M Robin Notary Public

CHAS. M. ROBIN NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Commission expires Jan 27, 1981

INSTALLMENT DEED

FROM
ERMA G. DOZIER

TO
ANDERSON W. HUGHES and wife
ELLA B. LETT HUGHES

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

This Instrument Was Prepared By
MORRIS LEVINE, Attorney at Law
1119 Stahlman Bldg., Nashville, Tenn.

G 21879

RUSH

IDENTIF. REFERENCE

DEC 15 10 19 AM '80

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

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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
			70600.00-	CO
			24703.63-	MO
			183.30	CO TX
			22.70	MO TX
			.50	PRFEE
			6.00	WDEED
			CHECK	212.50-
0190A	12/15/80		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 2.1.8 7.9

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IDENTIF. REFERENCE

DEC 15 10 19 AM '80

FELIX Z. WILSON ☐ REGISTER
DAVIDSON COUNTY, TENN.

No. 797466