Installment Deed

BOOK 5694 PAGE 240

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Richard Huddleston, et ux (NAME)	Same (NAME)	7DA-45315
4332 Lindawood Drive (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	131-1-92
Nashville, TN 37215 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

2101 12/29/80 75.50- CHECK

FOR AND IN CONSIDERATION of the sum of TWENTY THOUSAND AND 00/100 (20,000.00) ---------- *Dollars,*

of which Four Thousand and 00/100 (4,000.00)---------- ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder of Sixteen Thousand and 00/100 (16,000.00)---------- *Dollars,*

RICHARD HUDDLESTON and wife, NANCY HUDDLESTON,

have executed

their promissory note of even date herewith, payable to the order of Grantors on or before eighteen (18) months from date, together with interest at the rate of 8-1/2 per cent per annum;

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, BEN H. PATY and wife, NINA S. PATY,

have this day bargained and sold, and do hereby transfer and convey unto the said RICHARD HUDDLESTON and wife, NANCY HUDDLESTON, their

(successors), heirs and assigns,

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

A tract of land marked "Reserved" as shown on the Plan of Sneed Estates, as of record in Book 2133, Pages 10 and 11, Register's Office for said County; and amended in Book 4356, Page 296, said Register's Office, and described as follows:

BEGINNING at a point in the easterly margin of Lindawood Drive at the southwest corner of the Lindawood Subdivision as shown on the Plan of record in Book 2330, Page 23, Register's Office for said County; thence along the south line of said Subdivision easterly 334 feet to a point; thence southerly 80.5 feet to the north margin of Colewood Drive; thence with the margin of the same westerly 309 feet to a point at the beginning of a curve; thence around said curve northwesterly 39.3 feet to the east margin of Lindawood Drive; thence with the margin of the same northerly 56 feet to the beginning.

Being the same property conveyed to Ben H. Paty and wife, Nina S. Paty, by deed from Forrest H. King, Jr., and wife, of record in Book 4642, Page 410, and as re-recorded in Book 4692, Page 760, said Register's Office for Davidson County, Tennessee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 20,000.00

Affiant

Subscribed and sworn to before me this the 29th day of December 80

10-18-81

Notary Public

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unimproved (X)
This is improved ( ) property, known as Lindawood Drive, Nashville, TN 37215
(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 Richard Huddleston and wife, Nancy 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* Richard Huddleston and wife, Nancy 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 Richard Huddleston and wife, Nancy Huddleston, *hereinafter referred to as trustors, hereby transfer and convey unto* O. B. Hofstetter, Jr., *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 holder or holders 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 [illegible] and upon failure of the trustors to pay promptly [illegible] the improvements on said property in good [illegible]

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.

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 instaliment 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 8th *day of* December, *19* 80

THIS INSTRUMENT PREPARED BY:
HOFSTETTER & HOFSTETTER, Attorneys
Home Federal Tower, 5th Floor
230 Fourth Avenue North
Nashville, TN 37219

Ben H. Paty
Ben H. Paty

Nina S. Paty
Nina S. Paty

Richard Huddleston
Richard Huddleston

Nancy Huddleston
Nancy Huddleston

6 2 3 3 1 4

IDENTIF. REFERENCE

DEC 29 9 19 AM '80

REX Z. WILSON JR REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Ben H. Paty, Nina S. Paty, Richard Huddleston, and Nancy 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* 29th *day of* December, *19*80.

Eunice Miller *Notary Public*

Commission expires 10-18-81

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____ BOOK 5694 PAGE 243

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
			20000.00- CO	
			16000.00- MO	
			52.00 CO TX	
			14.00 MO TX	
			.50 PRFEE	
			9.00 WDEED	
			CHECK	75.50-
2101A	12/29/80		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 2 3 3 1 4

IDENTIF. REFERENCE

Dec 29 9 19 AM '80

FELIX Z. WILSON JR REGISTER
DAVIDSON COUNTY, TENN.

No. 799295