Recd for 27.84

BOOK 5767 PAGE 361

INSTALLMENT DEED

For and in Consideration of the sum of Four Thousand Nine Hundred Fifty ($4,950.00) ---------- Dollars, of which One Hundred Twenty-Five ($125.00) ---------- Dollars, has been paid in cash by Charles S. Huddleston the receipt of which is hereby acknowledged, and for the remainder Four Thousand Eight Hundred ($4,800.00) ---------- Dollars, the said Charles S. Huddleston has executed his note of even date herewith, payable to the order of Eva R. Garfinkle, said note is in the principal sum of Four Thousand Eight Hundred and no/100ths ($4,800.00) dollars and payable in monthly installments as follows: namely on the 1st day of June, 1981, the sum of Fifty-five ($55.00) dollars and thereafter a like amount on the 1st day of each succeeding month. Said payments are to be applied first to payment of interest at the rate of ten (10%) per cent per annum on the principal sum or so much as shall from time to time remain unpaid and the balance to be applied to the payment of the principal sum, until the entire amount, both principal and interest has been paid in full.

~~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, Eva R. Garfinkle

has ~~have~~ this day bargained and sold, and do hereby transfer and convey unto the said Charles S. Huddleston heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 8 on the Plat of John Langham's Lots in Northwest, Nashville, as of record in Book 57, Page 91, Register's Office for said county.

Said Lot No. 8 fronts 50 feet on the southerly side of Hermosa Street and runs back between parallel lines 160 feet to an alley.

Being the same property conveyed to Eva R. Garfinkle by deed from Robert M. Garfinkle, Trustee, as of record in Book 5727, Page 752, Register's Office for Davidson County, Tennessee.

This conveyance is subject to any and all zoning regulations, building restrictions and setback lines, if any, and easements and right of way for public utilities applicable to this property, and taxes for the current year, which have been assumed by the Grantee herein.

This is unimproved ( ) improved ( ) property, known as 2201-B Hermosa Street, Nashville, TN 37208 (House Number) (Street) P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Charles S. Huddleston, his heirs and assigns forever. I covenant that I am 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 for 1981 taxes which are assumed by conveyee herein.

I further covenant and bind my heirs and representatives, to warrant and forever defend the title to said real estate to said Charles S. Huddleston 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 in hand paid, Charles S. Huddleston, the said Charles S. Huddleston

do hereby transfer and convey unto Robert M. Garfinkle, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

I, the said Charles S. Huddleston 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 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.

I 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 I 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 I, the said Charles S. Huddleston 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 I 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; I 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. I 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. I 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 Eva R. Garfinkle, her 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 Robert M. Garfinkle, 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 Charles Huddleston and hereunto set our hands at Nashville Tennessee, this the 7th day of April 19 81

Charles S. Huddleston

Eva R. Garfinkle

STATE OF TENNESSEE
Davidson County

Personally appeared before me, M. L. Randall, a Notary Public in and for said County and State, the within named Charles S. Huddleston and Eva R. Garfinkle

the bargainor , 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 11th day of April, 19 81

Commission Expires 4/22/84

M. L. Randall, 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 5767 PAGE 364

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)

554 - 27.50 28.00 - CHECK

G 4.9.7.5 6

T
IDENTIF. REFERENCE

Jul 8 1 30 PM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

RUSH

INSTALLMENT DEED

FROM
Eva R. Garfinkle

TO
Charles S. Huddleston

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

FORMS CO. NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Charles S. Huddleston (NAME)	(NAME)	Map: 92-7
Rt#3 Box 174-H (STREET ADDRESS OR ROUTE NUMBER)	Hydes Ferry Pike (STREET ADDRESS)	Par: 30
Nashville (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	11-W-4620

THIS INSTRUMENT WAS PREPARED BY

Robert M. Garfinkle
Suite 2112, One Commerce Place
Nashville, TN 37219

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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

$ 4,950.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 8th DAY OF July, 19 81

Notary Public

~~MY COMMISSION EXPIRES~~: 4-2-84

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

RECEIVED OF _____

FOR _____

BOOK 5767 PAGE 365

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
			4950.00-	CO
			4800.00-	MO
			12.74	CO TX
			2.80	MO TX
			.50	PRFEE
			12.00	WDEED
			CHECK	23.04-
			5844207/08/81 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 4.9.7.5 6

T
IDENTIF. REFERENCE

JUL 8 1 38 PM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 831494