[illegible] 131.44- CHECK

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
James A. Gallery, Et Ux (NAME)	Fidelity Federal S & L Assn. (NAME)	7DA-79188
K-1, Hobbs House, 2116 Hobbs Rd. (STREET ADDRESS OR ROUTE NUMBER)	401 Union Street (STREET ADDRESS)	131-2-A-62
Nashville, TN 37215 (CITY) (P. O. ZONE) (STATE)	Nashville, TN 37219 (CITY) (ZONE) (STATE)	

INSTALLMENT DEED BOOK 5793 PAGE 94

FOR AND IN CONSIDERATION OF the sum of Forty-Six Thousand Nine Hundred and No/100..... ..... ($46,900.00) ..... DOLLARS

of which $ 2,607.11 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 assumed and agree to pay the unpaid principal balance of an original indebtedness of $42,700.00 executed by Jack T. Hopkins, Jr., to Vaden Lackey, Jr., Trustee, by instrument of record in Book 5475, page 223, Register's Office for Davidson County, Tennessee, and further, the hereinafter named Grantees have executed their joint promissory NOTE, of even date herewith, in the amount of $2,000.00 and payable to the order of Jack T. Hopkins, Jr., and wife, Mary W. Hopkins. Said NOTE is payable in 36 monthly installments of $69.33 each beginning on October 1, 1981 and on the first day of each succeeding month until paid in full. All payments include principal and interest on the unpaid balance as specified in said NOTE.

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.

WE: JACK T. HOPKINS, JR., AND WIFE, MARY W. HOPKINS

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

JAMES A. GALLERY AND WIFE, DEBRA J. GALLERY

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: A certain condominium apartment in Davidson County, State of Tennessee, described as follows, to-wit:

Unit No. K-1, in a Horizontal Property Regime which is located on the Plat of The Hobbs House Condominium Apartments, of record in Book 4595, page 74, as amended in Book 5200, page 54, Register's Office for said County.

Being the same property conveyed to Jack T. Hopkins, Jr., unmarried, by deed from Mary P. Rubin, unmarried, of record in Book 5475, page 220, Register's Office for Davidson County, Tennessee.

The premises herein insured is a condominium apartment established pursuant to the provisions of the Tennessee "Horizontal Property Act" as the same is set out in Section 64-2701 et seq. of the Tennessee Code Annotated, and is subject to the provisions and requirements thereof; and is subject to the By-Laws for the administration thereof; also subject to easements, rights and interest in favor of other unit owners and all sewer, water, electrical, telephone and other utility easements now or hereafter established over, through, or upon the land embracing the regime and building thereon; and also including without limitations all conditions, covenants, restrictions, options, burdens, liens, assessments and other undertakings contained in the Master Deed Establishing a Horizontal Property Regime of Hobbs House Condominium Apartments of record in Book 5289, page 515, said Register's Office, as amended in Book 5293, page 612, and Book 5292, page 958, Register's Office for Davidson County, Tennessee.

35927 8

IDENTIF. REFERENCE

SEP 10 1 34 PM '81

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

HSmd

Prepared by: W. F. Carter, Atty.
2401 Hillsboro Rd.
Nashville, Tn. 37212

established over, through, or upon the land described herein.

This is improved (X) unimproved ( ) property known as K-1 Hobbs House, 2116 Hobbs Rd., Nashville, TN 37215
(House Number) (Street) (P.O. Address) (City or Town) (Postal Zone)

BOOK 5793 PAGE 95

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 convenant 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 Wm. F. Carter 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 $ as agreed 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 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:

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

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 1st day of September 19 81

Jack T. Hopkins, Jr. — JACK T. HOPKINS, JR.

James A. Gallery — JAMES A. GALLERY

Mary W. Hopkins — MARY W. HOPKINS

Debra J. Gallery — DEBRA J. GALLERY

STATE OF TENNESSEE
COUNTY OF DAVIDSON

BOOK 5783 PAGE 96

The actual consideration or value, whichever is greater, for this transfer is $ 46,900.00

Wm F. Carter
Affiant

Subscribed and sworn to before me, this the 8TH. day of September 19 81

Mary Belle Kniutzen
Notary Public

My commission expires July 17, 1983
(Affix Seal)

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, F. Karen Murry a Notary Public in and for said County and State, the within named JACK T. HOPKINS, JR., AND WIFE, MARY W. HOPKINS 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 Memphis, Tennessee this 3rd day of September 19 81

My Commission Expires Aug. 23, 1982

F. Karen Murry Notary Public.

NOTARY PUBLIC SHELBY COUNTY, TENN.

STATE OF Tennessee
COUNTY OF Davidson

Personally appeared before me, Mary Belle Kniutzen, a Notary Public in and for said County and State, the within named James A. Gallery and wife, Debra J. Gallery, 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, Tennessee this 8th day of September, 19 81.

My commission expires July 17, 1983

Mary Belle Kniutzen
NOTARY PUBLIC

MARY BELLE KNIUTZEN NOTARY PUBLIC DAVIDSON COUNTY, TENN.

INSTALLMENT DEED

From JACK T. HOPKINS, JR., ET UX

To JAMES A. GALLERY, ET UX

Published by
Pioneer National Title Insurance Company
A Ticor Corporation
314 4th Avenue North
NASHVILLE, TENNESSEE 37219
Phone (615) 259-2290

FORM NO 1003-HESSEY 8-1-75

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____ BOOK 5793 PAGE 97

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
			46900.00- CO	
			121.94 CO TX	
			.50 PRFEE	
			9.00 WDEED	
			CHECK	131.44-
7292A09/10/81			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

359278

IDENTIF. REFERENCE

SEP 10 1 34 PM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 842815