Map 92-4
Par 296

BOOK 5806 PAGE 695

INSTALLMENT DEED

For and in Consideration of the sum of Three Thousand Five Hundred and No/100 ($3,500.00) Dollars, of which One Thousand and No/100 ($1,000.00) Dollars, has been paid in cash by Joseph H. Rutherford the receipt of which is hereby acknowledged, and for the remainder Two Thousand Five Hundred and No/100 ($2,500.00) Dollars, the said Joseph H. Rutherford has executed his Installment Deed Note of even date herewith in the principal sum of $2,500.00, with interest thereon at the rate of twelve percent (12%) per annum, payable to the order of MABEL HOPWOOD MARTIN in sixty (60) monthly installments of Fifty-five and 62/100 ($55.62) Dollars each, with the first payment due one month from date of note and with each payment being applied first to interest and the balance to principal until the entire amount, both principal and interest, shall have been paid in full and subject to the conditions and provisions of said Note and any extension or renewal thereof

[illegible], 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, I, MABEL HOPWOOD, now MABEL HOPWOOD MARTIN, unmarried, have this day bargained and sold, and do hereby transfer and convey unto the said JOSEPH H. RUTHERFORD, his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being the southerly 4 feet of lot No. 17 and the northerly 24 feet of lot No. 18 in C. M. Holts Plan of Lots in North Nashville, as of record in Book 21, Page 33, Register's Office for said County.

Said parts of lots Nos. 17 and 18 front together 28 feet on the westerly side of Warren, formerly Holt Street and runs back between parallel lines 138 feet, more or less to an alley.

Being the same property conveyed to Mabel Hopwood by deed from Rufus Hopwood, dated December 20, 1960, of record in Book 3164, Page 575, Register's Office for Davidson County, Tennessee.

Said deed created a tenancy by the entirety in the said Rufus Hopwood and Mabel Hopwood. The said Rufus Hopwood is deceased thereby vesting fee simple title in the said Mabel Hopwood, his surviving spouse. The said Mabel Hopwood remarried; however, her subsequent spouse is deceased, and the said Mabel Hopwood and Mabel Hopwood Martin, the Grantor, are therefore one and the same person.

This is unimproved ( ) improved (X) property, known as 921 Warren St. (House Number) (Street) P. O. Address: Nashville, Tennessee (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 Joseph H. Rutherford, 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.

I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said Joseph H. Rutherford, his 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 me in hand paid, I, the said Joseph H. Rutherford

do hereby transfer and convey unto Gary D. Copas, 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 Joseph H. Rutherford

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 Joseph H. Rutherford 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 Joseph H. Rutherford, his 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 Gary D. Copas, 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 Mabel Hopwood Martin and Joseph H. Rutherford hereunto set our hands at Nashville, Tennessee, this the 8th day of October 1981

Mabel Hopwood Martin
MABEL HOPWOOD MARTIN

Joseph H. Rutherford
JOSEPH H. RUTHERFORD

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Mabel Hopwood Martin and Joseph H. Rutherford

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 8th day of October, 1981

Commission Expires Jan. 30, 1985 , 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 5806 PAGE 698

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)

INSTALLMENT DEED

FROM

MABEL HOPWOOD MARTIN

TO

JOSEPH H. RUTHERFORD

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

G. 6 3 8 4 4

IDENTIF. REFERENCE

RUSH

OCT 14 1 18 PM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Joseph H. Rutherford (NAME)	Same (NAME)	
910 Shelby Ave. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tenn. (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

COPAS & HAMILTON
Attorneys at Law
108 N. Greenwood St.
Lebanon, TN 37087

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 3,500.00 Joseph H. Rutherford
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 13 DAY OF Oct. 19 81

Notary Public

MY COMMISSION EXPIRES: 1/20/85

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR BOOK 5806 PAGE 699

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
			3500.00- CO	
			2500.00- MO	
			9.10 CO TX	
			.50 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK 25.10-	
2867A10/14/81			BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

363844

IDENTIF. REFERENCE

Oct 14 1 18 PM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 848178