Installment Deed

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ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Duiana Victoria Hardin	Same	Map 130-4
(NAME:)	(NAME:)	
4306 Sneed Road		Parcel 76
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, TN 37215		Field Book No.
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	7DA-42915

3365

FOR AND IN CONSIDERATION of the sum of One Hundred Twenty Five Thousand ($125,000.00) Dollars, of which Twenty Five Thousand ($25,000.00) Dollars has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder One Hundred Thousand ($100,000.00) Dollars, Duiana Victoria Hardin, a married woman has executed a note of even date herewith in the principal sum of One Hundred Thousand ($100,000.00) Dollars bearing interest at an annual percentage rate of 12% payable in installments of One Thousand, One Hundred and One Dollars and Ten Cents ($1,101.10) monthly beginning December 1, 1981 and a like sum on the 1st day of each month for 58 additional payments, with the entire unpaid balance of both principal and interest due and payable on November 1, 1986,

THIS INSTRUMENT PREPARED BY
JOHN P. BROWN, JR.
ATTORNEY AT LAW
3716 HILLSBORO ROAD
NASHVILLE, TENNESSEE 37215

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 property conveyed, Mrs. Floy A. McHugh and husband Fred D. McHugh have this day bargained and sold, and do hereby transfer and convey unto the said Duiana Victoria Hardin her (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being the north 150 feet of lot No. 24 on the Map of Belle Meade Annex Subdivision of record in book 547, page 66, Register's Office for said County.

Said part of said lot No. 24 fronts 150 feet on the easterly side of Sneed Avenue and runs back between parallel lines 300 feet to a dead line.
Being the same property conveyed to Mrs. Floy A. Thomas, a widow, by Installment deed from Harold C. Wallace and Christine M. Wallace of record in Book 4301, page 518, in the Register's Office of Davidson County, Tennessee. Mrs. Floy A. Thomas has remarried and is the same person as Floy A. McHugh. Fred D. McHugh joins in this conveyance solely for the purpose of conveying any interest he might have by virtue of his marital relationship.
This conveyance is made subject to the following:
Easement for sanitary sewers and/or drainage granted Metropolitan Government of Nashville and Davidson County, Tennessee, by grant from Harold C. Wallace and wife, or record in book 4147, page 828, Register's Office for Davidson County, Tennessee, and all easements of record.

STATE OF TENNESSEE
COUNTY OF Davidson

The actual consideration or value whichever is greater, for this transfer is $ $125,000.00

Subscribed and sworn to before me, this the 16th day of October 1981

X Affiant

My commission expires Jan. 20, 1985 (Affix Seal)

Notary Public

This is improved (X) unimproved ( ) property, known as 4306 Sneed Road (House Number) (Street) Nashville, Tennessee 37215 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 Floy A. McHugh her (successors), heirs and assigns forever. She covenants that she is lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered. She further covenants and binds herself, her heirs and representatives, to warrant and forever defend the title to said real estate to said Duiana Victoria Hardin (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 Duiana Victoria Hardin hereinafter referred to as trustors, hereby transfer and convey unto John P. Brown, 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 $, 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 lawful owner and holder 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 instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and 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 installment 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

_____ *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.

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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 Registers Office for _____ 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.

Witness our hand S this 16th *day of* October, *1981, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Duiana Victoria Hardin

Duiana Victoria Hardin

Fred D. McHugh

Fred D. McHugh

Floy A. McHugh

Floy A. McHugh

THIS INSTRUMENT WAS PREPARED BY:

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Floy A. McHugh and Fred D. McHugh *a Notary Public in and for said County and State,* and Duing Victoria Hardin

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, *this* 16th *day of* October, *19* 81

Sue M. Evans
Notary Public

Commission expires Jan 20, 1985

THIS INSTRUMENT PREPARED BY
JOHN P. BROWN, JR.
ATTORNEY AT LAW
3716 HILLSBORO ROAD
NASHVILLE, TENNESSEE 37215

STATE OF TENNESSEE
COUNTY OF

Before me, _____, *a Notary Public of the State and County aforesaid, personally appeared* _____, *with whom I am 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 _____

FILED OCT 19 8 08 AM 1981
FELIX E. DELASCHMIT, REGISTER
DAVIDSON COUNTY, TENN.
IDENTIFICATION

G 6425

INSTALLMENT DEED

FROM
Floy A. McHugh

TO
Duiana Victoria Hardin

TITLE INSURED BY POLICY NUMBER:

Title Associates, Inc. — Livery of Seizin

Compliments of

Title Associates, Inc.

REPRESENTING

U.S.LIFE TITLE INSURANCE
Company of New York

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

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RECEIVED OF _____

FOR _____

CO - CONVEYANCE
MO - MORTGAGE
WD - WARRANTY DEED
TD - TRUST DEED

CC - CERTIFIED COPY
REL - RELEASE
UCC - UNIFORM COMMERCIAL CODE

MISC - MISCELLANEOUS
CO TX - STATE TAX CONVEY
MO TX - STATE TAX MORT
PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			125000.00- CO	
			100000.00- MO	
			325.00 CO TX	
			98.00 MO TX	
			.50 PRFEE	
			6.00 WDEED	
			CHECK	429.50-
3365A	10/19/81		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 6 4 2 5 0

IDENTIF. REFERENCE

OCT 19 8 06 AM '81

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

No. 848651