Installment Deed

BOOK 5809 PAGE 814

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Robert S. Hite	Fidelity Federal Savings & Loan	
(NAME:)	(NAME:)	
520 Freda Villa	401 Union Street	82-8
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Madison, TN 37115	Nashville, Tennessee	109
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

Jim Cassetty
Realtors

FOR AND IN CONSIDERATION of the sum of

---- Eighty Five Thousand ($85,000.00) 824-0100 *Dollars,*

of which

--- Six Thousand ($6,000.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder

Seventy Nine Thousand and --------no/100 *Dollars,*

Robert S. Hite

ha executed

(a) Assumed liability on Fidelity Federal Savings & Loan Association Note #016015-7 secured by Deed of Trust recorded in Book 3802, Page 78, Register's Office Davidson County; and

(b) Assumed liability on Fidelity Federal Savings & Loan Association Note #460001-8 secured by Deed of Trust recorded Book 5634, page 124, Register's Office Davidson County; and

(c) Execution of Installment/Balloon Note in the principal amount of $62,109.85 with interest at 12% per annum compounded monthly on unpaid balance, secured by this Installment Deed of Trust; and

(d) Assumed liability of Seller's (Judith Webb) Note to Jim Cassetty Realty in principal amount of $5,000 with interest at 12% compounded monthly on unpaid balance to be secured by Deed of Trust executed by Robert Hite post acquisition.

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,

--- Judith L. Webb, an unmarried person

have this day bargained and sold, and do hereby transfer and convey unto the said

--- Robert S. Hite ---

(successors), heirs and assigns,

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

LAND in Davidson County, Tennessee, being Lot No. 94 on the Plan of Oakland Acres, Section 10, of record in Book 2900, page 140, Register's Office for said County, described as follows:

BEGINNING at an iron pin in the northerly margin of Freda Villa being the common corner of Lots 94 and 95 on said plan; thence in a northwesterly direction with said margin of said road, a distance of 164.8 feet to a concrete monument; thence continuing in a northwesterly direction with the margin of said road around a curve a distance of 43.0 feet to a concrete monument in the easterly margin of Saunders Drive; thence north 44° 18' east with said margin of said road a distance of 240.5 feet to a concrete monument; thence south 45° 42' east a distance of 160 feet to an iron pin, being the common corner of Lots 94 and 95; thence in a southwesterly direction along the dividing line between said two lots, 238.6 feet to the point of beginning.

(Continued on back)

Prepared By Albert J. Fox 2nd Floor Home Fed. Bldg. 315 Wallace Rd. South Old Hickory Blvd. Madison, Tn. 37115

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ PUB&SC000.00

Subscribed and sworn to before me, this the 20th day of October 19 81

Affiant

My commission expires: August 26, 1985
(Affix Seal)

Notary Public

MARY L. CASSETTY NOTARY PUBLIC STATE AT LARGE

JIM CASSETTY REALTY
311 WEST MAIN

4378 10/7/81 290.00 CHECK

BEING the same property conveyed to James M. Webb, Sr., and wife, Judith L. Webb, by deed from Rufus Bond Hunt, Jr., and wife, Shirley Branson Hunt, of record in Book 4545, page 296, said Register's Office. The said James Murray Webb, Sr. and Judith Lyle Webb having since divorced and property was vested in Judith Lyle Webb by divorce decree of record in Minute Book 143B, page 1580, and of record in Book 5631, page 131, Register's Office for Davidson County, Tennessee.

SUBJECT TO:

1. Ten-foot easement for public utility purposes, overhang easements, anchor easement, 50-foot building setback line from Saunders Drive, 75-foot building setback line from Freda Villa, and conditions of owners certificate, as shown on plan of record in Book 2900, page 140, Register's Office for Davidson County, Tennessee.

2. Restrictive covenants contained in instruments of record in Book 1584, page 23; and Book 3184, page 407, Register's Office for Davidson County, Tennessee.

Jim Cassetty
REALTORS
824-0100

This is unimproved ( ) improved (X) property, known as 520 Freda Villa, Madison, Tennessee 37115
(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 Robert S. Hite *(successors), 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.*

1. Deed of Trust to Vaden Lackey, Jr., Trustee of record in Book 3802, Page 78, Register's Office Davidson County to secure Note to Fidelity Federal Savings & Loan Association dated August 12, 1964; and

2. Deed of Trust to Vaden Lackey, Jr. Trustee of record in Book 5636, Page 124, Register's Office Davidson County to secure Note to Fidelity Federal Savings & Loan Association dated August 7, 1980.

I further covenant and bind my *heirs and representatives, to warrant and forever defend the title to said real estate to said* ---Robert S. Hite--- *(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 --- Robert S. Hite --- *hereinafter referred to as trustors, hereby transfer and convey unto* Albert J. Fox, *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 $ 85,000.00, *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 ~~12%~~ *percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.*

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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 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 21st *day of* October *19*81

Judith Lyle Webb

Robert S. Hite

JIMMY L. CASSETTY NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

OCT 21 3 31 PM '81

FELIX Z. KNOWLTON REGISTER DAVIDSON COUNTY, TENN.

IDENTIF. REFERENCE

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STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Jimmy L. Cassetty *a Notary Public in and for said County and State,* Judith Lyle Webb & Robert S. Hite

the within named bargainor....., with whom I am personally acquainted, and who acknowledged that she & He *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Madison, *Tennessee, this* 21st *day of* October, *19*81

Commission expires August 30, 1983 *Notary Public*

JIMMY L. CASSETTY NOTARY PUBLIC AT LARGE

JIM CASSETTY REALTY
901 WEST MAIN

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____ BOOK 5809 PAGE 817

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
			85000.00- CO	
			62109.85- MO	
			221.00 CO TX	
			60.10 MO TX	
			.50 PRFEE	
			9.00 WDEED	
			CHECK 290.60-	
			4376A10/21/81 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

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IDENTIF. REFERENCE

OCT 21 3 31 PM '81

FELIX Z. WILSON ex REGISTER
DAVIDSON COUNTY, TENN.

No. 849642