ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS:
John J. Daddario, et ux	Same	8DZ-71135
(NAME)	(NAME)	
419 Powder Mill Road		115-8-80
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, TN 37205		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

1250

06/15 486-50- CHECK

re-record

BOOK 5842 PAGE 722

CORRECTED
INSTALLMENT DEED

BOOK 5757 PAGE 355

FOR AND IN CONSIDERATION OF the sum of --One Hundred Forty-five Thousand and 00/100---- DOLLARS

of which $ 40,000.00 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 executed three notes payable as follows:

Note 1: $30,000.00 to be paid when Grantees' home is sold, but no later than October 1, 1981, with interest after October 1, 1981 at 11½ per cent per annum;

Note 2: $35,000.00 payable in 59 monthly installments of $346.61 including principal and interest at the rate of 11½ per cent per annum, with the 60th, and final, monthly payment being for entire unpaid balance, principal and interest; and,

Note 3: $40,000.00 payable in 59 monthly interest payments of $385.00 each, at the rate of 11½ per cent per annum, with the 60th payment being due on or before July 1, 1986, for entire principal and accrued interest;

and said monthly payments on Notes 2 and 3 shall begin on July 15, 1981, and on the like day of each succeeding 59 months until all payments have been made;

No prepayment penalty on any of above notes. Grantor has the right to declare the entire mortgage due and payable if property is sold, transferred, or subdivided;

Correction in description: Section C-1 corrected to read "Section C-2."

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.

I, IZORA W. SMITH, a widow,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto JOHN JAMES DADDARIO, JR., & wife, JANE B. DADDARIO,

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 21 on the Plan of West Meade Village, Section C-2, as of record in Book 2331, Page 25, Register's Office for said County, and described as follows:

Beginning at a point in the southerly margin of Powder Mill Road at the corner of Lots 21 and 22; thence with the line between said lots, southeasterly 390 feet to a point, thence westerly 357 feet to the east margin of Bresslyn Road; thence with the margin of the same, notherly 287.8 feet to the beginning of a curve; thence around said curve, notheasterly 39.3 feet to the southerly margin of Powder Mill Road; thence with the margin of the same, easterly 196.8 feet to the point of beginning.

Being the same property conveyed to Blanton Smith, Sr. and wife, Izora W. Smith, by deed from A. B. Ivey and wife, of record in Book 2910, Page 386, Register's Office for Davidson County, Tennessee; the said Blanton Smith, Sr. having since died.

Restrictions of record in Book 1473, Page 206, and in Book 1783, Page 176, Register's Office for said County. Easements and setback lines shown on recorded plan of record in Book 2331, Page 25, said Register's Office.

Taxes for 1981 to be prorated and assumed by Grantees.

This is improved (X) unimproved ( ) property known as 419 Powder Mill Road, Nashville, TN 37205
(House Number) (Street) (P. O. Address:) (City or Town) (Postal Zone)

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 O. B. Hofstetter, Jr., 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 $ 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 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:

Failure to pay Note 3 shall also constitute default by Grantees.

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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 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 15th day of June 1981

Izora W. Smith

John J. Daddario, Jr.
Jane B. Daddario

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 145,000.00

Affiant

Subscribed and sworn to before me, this the 15th day of June, 19 81

My commission expires 10-18-81 (Affix Seal)

Notary Public

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Izora W. Smith, John James Daddario, and Jane B. Daddario, the 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, TN this 15th day of June, 19 81

Commission Expires 10-18-84

Notary Public.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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 _____

G 7 8 2 5 9

IDENTIF. REFERENCE

JAN 20 9 34 AM '82

FELIX Z. WILSON II REGISTER DAVIDSON COUNTY, TENN.

This instrument was prepared by:

HOFSTETTER & HOFSTETTER, ATTORNEYS — Name

Home Federal Tower, 5th Floor
Nashville, TN 37219 — Address

CORRECTED INSTALLMENT DEED

8365 01/20 9:33 CHECK

From IZORA W. SMITH

To JOHN JAMES DADDARIO, ET UX,
JANE B. DADDARIO

G 4 6 2 5 6

IDENTIF. REFERENCE

JUN 15 1 53 PM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

THIS INSTRUMENT PREPARED BY:
Hofstetter & Hofstetter, Attorneys
Home Federal Tower, 5th Floor
230 Fourth Avenue North
Nashville, TN 37219

Published by

Pioneer National Title Insurance Company
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344 4th Avenue North
NASHVILLE, TENNESSEE 37219
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FORM NO 1005-NESSEY 8-1-75