OFFICIAL RECEIPT

Installment Deed

This Instrument Was Prepared
By WILLIAM C. BOYERS, ATTY.
404 JAMES ROBERTSON PARKWAY
NASHVILLE, TENN. 37219

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
NELLIE HUTCHINS	SAME	Map 43-13
(NAME:) 306 Maple Street	(NAME:)	Par 192 & 11
(STREET ADDRESS OR ROUTE NUMBER) ~~Nashville~~ Madison, Tennessee 37115	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

BOOK 5998 PAGE 719

FOR AND IN CONSIDERATION of the sum of TWENTY-FOUR THOUSAND AND NO/100 - ($24,000.00) - - - - - - - - - - - - *Dollars,*

of which TWO THOUSAND AND NO/100 - ($2,000.00) - - - - - - - - - - - - - - - - - - *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder TWENTY-TWO THOUSAND AND NO/100 - ($22,000.00) - - - - - - - - - - - - - - - - - *Dollars,*

NELLIE HUTCHINS *has executed*
one principal promissory note for TWENTY-TWO THOUSAND AND NO/100 ($22,000.00) DOLLARS dated March 1, 1982, the terms of which are incorporated herein by reference, with interest from date at TWELVE (12%) PER CENT PER ANNUM being due and payable in TWO HUNDRED FORTY (240) consecutive monthly payments of TWO HUNDRED FORTY-TWO AND 24/100 ($242.24) DOLLARS each, including principal and interest, the first of said monthly installments being due and payable on or before April 1, 1982, and the remaining monthly installments being due and payable on or before the first day of each and every month thereafter until March 1, 2002, at which time any remaining balance of principal and interest remaining unpaid shall be due and payable.

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,

JOHN R. HOUDESHELL AND WIFE, CHARLOTTE B. HOUDESHELL

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

NELLIE HUTCHINS, her

(successors), heirs and assigns,

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

Land in Davidson County, Tennessee, being Lot No. 2 and the easterly part of Lot No. 1 of Block "G" on the Plan of Forrest Park Subdivision of record in Book 843, page 44, Register's Office for Davidson County, Tennessee, described as follows:

BEGINNING on the southerly margin of Maple Street, at the corner of Lots 2 and 3; thence with the southerly margin of said westwardly 56 feet 4 inches, more or less, to the northeast corner of the property conveyed to A. O. Ausbrooks and wife, by deed from W. C. Moncrief and Company, Inc. of record in Book 989, page 177, R.O.D.C., Tennessee; thence with said Ausbrooks easterly line southwardly 184 feet, more or less, to the northerly line of Lot No. 12; thence with the northerly line of Lots Nos. 12 and 13 eastwardly 55 feet to the common corner of Lots Nos. 2, 3, 13 and 14; thence with the line between Lots Nos. 2 and 3 northwardly 195 feet to the beginning.

BEING the same property conveyed to JOHN R. HOUDESHELL AND WIFE, CHARLOTTE B. HOUDESHELL, by deed from Amanda Houdeshell as of record in Book 5854, Page 504, Register's Office for Davidson County, Tennessee.

Sumner Co.

STATE OF TENNESSEE
COUNTY OF ~~DAVIDSON~~

The actual consideration or value whichever is greater, for this transfer is $ 24,000.00

Subscribed and sworn to before me this the 1st day of March, 19 82

My commission expires 3-8-84

(Affix Seal)

Affiant

Notary Public

In the event any monthly installment is not paid within ten days from the date it is due, the Settlor will pay a delinquency charge of TEN AND NO/100 ($10.00) DOLLARS to reimburse the Beneficiary for extra expense involved in the administration of delinquency payments.

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unimproved ( )
This is improved (X) property, known as 306 Maple Street, ~~Nashville~~ 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 NELLIE HUTCHINS, her

JOHN R. HOUDESHELL AND WIFE, CHARLOTTE B. HOUDESHELL, *(successors), heirs and assigns forever. /covenant that* they 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.* except as hereinbefore set out and the 1982 property taxes, which the Grantee hereby assumes and agrees to pay.

JOHN R. HOUDSHELL AND WIFE, CHARLOTTE B. HOUDESHELL,
further covenant and bind themselves, their *heirs and representatives, to warrant and forever defend the title to said real estate to said* NELLIE HUTCHINS, her

(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 NELLIE HUTCHINS

hereinafter referred to as trustors, hereby transfer and convey unto W. C. BOYERS, *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 $ 22,000.00, *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

OFFICIAL RECEIPT

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.

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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 1st *day of* March, *19*82.

X Nellie Hutchins
(Nellie Hutchins)

John R. Houdeshell
(John R. Houdeshell)

Charlotte B. Houdeshell
(Charlotte B. Houdeshell)

3-6-84

STATE OF TENNESSEE }
COUNTY OF ~~DAVIDSON~~ Sumner }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Nellie Hutchins

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

Witness my hand and official seal at Nashville, *Tennessee, this* 1 *day of* March, *19*82.

Notary Public

Commission expires 3-8-84

OFFICIAL RECEIPT

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STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* John R. Houdeshell and wife, Charlotte B. Houdeshell, *the within named 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* 1st *day of* March, *19*82.

Commission expires 10-17-82

Ellen F. Gammon *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 .....

3844 01/27 24.00- CHECK

H28303

INSTALLMENT DEED

FROM

JOHN R. HOUDESHELL AND WIFE,

CHARLOTTE B. HOUDESHELL

TO

NELLIE HUTCHINS

IDENTIF. REFERENCE

JAN 27 2 02 PM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

Mail To:
LOVELL & MALONE, INC.
404 JAMES ROBERTSON PARKWAY
UPTOWN STATION — P. O. BOX 2563
NASHVILLE, TENNESSEE 37219

Chicago Title Insurance Company
First American Center — Phone 255-4631
NASHVILLE, TENNESSEE 37238

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____ BOOK 5998 PAGE 723

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
			24000.00-	CO
			24000.00-	MO
			62.40	CO TX
			20.00	MO TX
			.50	PRFEE
			12.00	WDEED
			CHECK	94.90-
3844A01/27/83			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H28303

IDENTIF. REFERENCE

JAN 27 2 03 PM '83

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 926127