Installment Deed

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ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Hubert A Freeman		186-13-89
(NAME)	(NAME)	
297 Vivelle ave	Same	6DA-16412
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville Tenn. 37210		
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION of the sum of....TWENTY-NINE THOUSAND EIGHT HUNDRED AND NO/100 ..($29,800.00)---------- *Dollars,*
of which ..----------ONE THOUSAND EIGHT HUNDRED AND NO/100 ($1,800.00)------ ---------- *Dollars, has been paid in cash,*
the receipt of which is hereby acknowledged, and for the remainder ...TWENTY-EIGHT THOUSAND AND NO/100 ..($28,000.00)---------- *Dollars.*
.....Hubert A. Freeman and wife, Cheryl A. Freeman .....
..... *have executed*
an installment deed note in the principal amount of $28,000.00 payable to the order of Henry M. Sutton, Jr. and wife, Erion S. Sutton. Said note is payable in 240 monthly payments of $270.20 each, with the first payment being due and payable April 1, 1983 and thereafter on the same day of each succeeding month alike amount is due and payable until the entire amount, both principal and interest has been paid in full. Said note bears interest at the rate of 10% per annum and is included in said payment. Said note shall not be prepaid prior to April 1,1984. (over)
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, ...
.....Henry M. Sutton, Jr. and wife, Erion S. Sutton.....
have this day bargained and sold, and do hereby transfer and convey unto the said.....
.....Hubert A. Freeman and wife, Cheryl A. Freeman, their.....
..... *the Grantees herein, their successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Land in Davidson County, Tennessee and being Lot No. 1 on the Plan of Redd Heights, as of record in Book 2331, page 105, of the Register's Office for said County.

Said Lot No. 1 fronts 79.92 feet on the northwestern terminum of Vivelle Avenue and extends back 289.2 feet on the easterly line and 343.4 feet on the westerly line to a dead line, measuring 68 feet thereon.

Being the same property conveyed to Henry M. Sutton, Mr. and wife, Erion S. Sutton by deed from Alvin Edward Henley of record in Book 4845, page 445, Register's Office for Davidson County, Tennessee.

This property is sold subject to a 20-foot permanent easement and a 10-foot construction easement conveyed to Metropolitan Government of Nashville and Davidson County, Tennessee, as of record in Book 4253, page 301, for sanitary sewers and/or storm drainage; and also subject to the Owner's Certificate on said Plan of Redd Heights which provides for a 30-foot setback line from Vivelle Avenue and a 10-foot easement for utilities and drainage along the rear and westerly side lines of said lot. The taxes for 1983 have been prorated and are assumed by the Grantees.

This Instrument Was Prepared By
Dewey W Pedigo
Of The Law Firm Pedigo & Saindon
Stahlman Building: Nashville, Tennessee

03/10 115.23 CHECK

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* After April 1, 1984 said note may be paid in full at anytime without penalty. The monthly payment shall be due the first of each month and in the event the payment is not received by the holder of said note by the 10th of the month a 10% penalty shall be added to that monthly payment. In the event the holder of the note does not receive the payment for the month due during that month, then at the option of the holder of said note, the holder may declare the entire balance due and payable.

It is agreed by the parties hereto that the note for the balance owing on the property shall not be assumed by another party without written consent of the holder of the note and in the event, the property described is sold or conveyed then at the option of the holder of said indebtedness the entire indebtedness shall become due and payable.

Also conveyed herewith are the stove and refrigerator which will remain with the property.

All heating, electrical and plumbing system has been inspected by the buyer and accepted by the buyer to be in good working order.

H 3.53 1.2

T IDENTIF. REFERENCE

MAR 10 1 54 PM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

RUSH

STATE OF TENNESSEE }
COUNTY OF DAVIDSON } The actual consideration or value whichever is greater, for this transfer is $ 28,000.00

Subscribed and sworn to before me, this the 10 day of March 1983

Affiant

My commission expires: 10-19-86 (Affix Seal)

Notary Public

unimproved ( )
This is improved ( ) property, known as..... (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 Grantees their (successors), heirs and assigns forever we covenant 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 said real estate to said Grantees, their (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 installaments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Grantees hereinafter referred to as trustors, hereby transfer and convey unto Dewey Pedigo, 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 $ 28,000.00 *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, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, 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.

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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 10th day of March, 1983.

Hubert A. Freeman

Cheryl A. Freeman

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Dewey W. Pedigo, a Notary Public in and for said County and State, Hubert A. Freeman, et ux Cheryl A. Freeman

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, Tennessee this 10 day of March, 19 83.

Dewey W. Pedigo
Notary Public

Commission expires 10-19-86

DEWEY W. PEDIGO NOTARY PUBLIC at Large TENNESSEE