Installment Deed

BOOK 6027 PAGE 936

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Bobby W. Hurt, et ux	Same	BH-3260
(NAME:)	(NAME:)	
238 Sunset Island Trail		118-11-107
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Gallatin, TN 37066		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of --Thirty-seven Thousand Five Hundred and 00/100 (37,500.00)---------- *Dollars, of which* --Seven Thousand Five Hundred and 00/100 (7,500.00)---------- ---------- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* of Thirty Thousand and 00/100 (30,000.00)---------- *Dollars,*

Bobby W. Hurt and wife, Pamela A. Hurt

have executed their promissory note of even date herewith payable to the order of Grantor in 24 monthly payments of $263.27 each, with the 25th, and final, monthly payment being for the entire unpaid balance. First of said monthly payments shall be due on May 1, 1983, and on the like day of each succeeding 24 months until paid in full; and payments as made shall be applied first to interest to date at the rate of 10 per cent per annum, and balance to principal;

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, I, WILLIAM D. HOPPE, unmarried,

have this day bargained and sold, and do hereby transfer and convey unto the said BOBBY W. HURT and wife, PAMELA A. HURT, their *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Tract I:

Being Lot No. 10 of Block "F" on the Plan of Berry Hill Gardens Subdivision, as of record in Book 1130, Page 36, Register's Office for said County.

Said Lot No. 10 fronts 64 feet on the southerly side of East Iris Drive and runs back 122.7 feet on the westerly line and 142.5 feet on the easterly line to a dead line, measuring 85 feet thereon.

Being the same property conveyed to Lucille F. Hoppe by deed from Defense Homes Corporation of record in Book 1298, Page 370, Register's Office for said County; the said Lucille F. Hoppe having since died and said property being vested in William David Hoppe as devisee under the Will of Lucille V. Hoppe, deceased, of record in Will Book 141, Page 387, Probate Court for Davidson County, Tennessee.

Tract II:

Being Lot No. 11 of Block "F" on the Plan of Berry Hill Gardens Subdivision, as of record in Book 1130, Page 36, Register's Office for said County, to which plan reference is hereby made for a more complete and accurate description.

INCLUDED but expressly EXCLUDED therefrom is that property conveyed to J. R. Overall and wife, Ida Kate Overall of record in Book 1338, Page 370, said Register's Office, described as follows:

Being the easterly part of Lot No. 11 of Block "F" on the Plan of Berry Hills Gardens Subdivision as of record in Book 1130, Page 36, Register's Office for said County,

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 37,500.00

Subscribed and sworn to before me, this the 25th day of March, 19 81

Bobby W. Hurt
Affiant

My commission expires: 10-20-85 (Affix Seal)

Notary Public

described according to a survey made by S. R. Sanford, Jr., Surveyor, December 1, 1945, as follows:

Beginning on the southerly margin of East Iris Drive at the corner of Lots Nos. 11 and 12; thence with said drive, westwardly 69 feet to a stake 8 feet east of the corner of Lots Nos. 10 and 11; thence southwardly 140.8 feet more or less to the northerly line of Lot No. 13, at a point 8.8 feet east of the common corner of Lots Nos. 8, 10, 11 and 13, thence with the line between Lots Nos. 11 and 13, eastwardly 74.4 feet to a stake at the corner of Lots Nos. 11 and 12; thence with the line between said two lots, northwardly 122 feet to the beginning.

Being part of the property conveyed to W. D. Hoppe and wife, Lucille F. Hoppe by deed from Julia W. Anglea of record in Book 1361, Page 12, Register's Office for Davidson County, Tennessee, and re-recorded in Book 1300, Page 491, said Register's Office; the said Lucille F. Hoppe having since died.

Taxes for 1983 to be pro rated and assumed by Grantees.

unimproved ( )
This is improved (X) property, known as 439 E. Iris Drive, Nashville, TN 37204
(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 Bobby W. Hurt and wife, Pamela A. Hurt, their *(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.*

I *further covenant and bind* I am *heirs and representatives, to warrant and forever defend the title to said real estate to said* Bobby W. Hurt and wife, Pamela A. Hurt, 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 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 Bobby W. Hurt and wife, Pamela A. Hurt, *hereinafter referred to as trustors, 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 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 $ insurable value *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 25th *day of* March, *19*83.

Mail

THIS INSTRUMENT PREPARED BY:
Hofstetter & Hofstetter, Attorneys
Suite 500
Metropolitan Federal Tower
230 Fourth Avenue North
Nashville, TN 37219

38590
IDENTIF. REFERENCE
MAR 29 8 43 AM '83
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

William D. Hoppe
Bobby W. Hurt
Pamela A. Hurt

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned *, a Notary Public in and for said County and State,* William D. Hoppe, Bobby W. Hurt and wife, Pamela A. Hurt,

*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* 25th *day of* March, *19*83.

Eunice Miller *Notary Public*

Commission expires 10/20/85

03/29 135.00- CHECK

6295

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
			37500.00-	CO
			30000.00-	MO
			97.50	CO TX
			28.00	MO TX
			.50	PRFEE
			9.00	WDEED
				CHECK 135.00-
			6299A03/29/63	BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H38590

T. IDENTIF. REFERENCE

MAR 29 8 43 AM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 938155