This instrument prepared by:
Patricia A. McDade, Attorney
12th Floor First American Center
Nashville, TN 37238

Mail

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD- 4

FROM

Araminta McCullough Williams

TO

Spartan Properties

For draftsman's use

BOOK 6133 PAGE 715

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Spartan Properties c/o James R. Hillin (NAME)	James R. Hillin (NAME)	1118-5-A
2239 Chickering Lane (STREET ADDRESS OR ROUTE NUMBER)	2239 Chickering Lane (STREET ADDRESS)	22
Nashville, TN 37215 (CITY) (STATE) (P. O. ZIP)	Nashville, TN 37215 (CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

H 7.2668

IDENTIF. REFERENCE

SEP 9 2 45 PM '83

FELIX Z. ... REGISTER
DAVIDSON COUNTY, TN

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 27,500.00 (Affiant)

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 31st DAY OF AUGUST, 1983

Patricia A. McDade
Notary Public

MY COMMISSION EXPIRES: April 12, 1984

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of twenty seven thousand five hundred ($27,500.00) **DOLLARS**

of which $ 2,500.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder ~~the said grantee~~ twenty five thousand ($25,000) the said grantees have executed an installment note of even date in the amount of $25,000.00 payable in monthly installments of $212.29 commencing on September 1, 1983, the balance to be due and payable on August 1, 2023. Grantees agree to pay the property taxes on or before January 1st of each year and the hazard insurance 30 days prior to the renewal date of the term of the policy. This mortgage can be assumed only by the first subsequent buyer of the purchases herein named at the then prevailing FHA interest rate or 10% whichever is greater and the grantor herein has the right to approve the credit of said purchase.

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,

Araminta McCullough Williams

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Spartan Properties, a partnership owned as follows: a 1/4 interest in James R. Hillin and wife, Nancy T. Hillin as tenants by Entireties, a 1/4 interest in Billy G. ~~hereinafter called grantors, their heirs and assigns, certain real estate in Davidson County, Tennessee~~ Hipps and wife Dorothy L. Hipps as tenants by Entireties, 1/4 interest in Lisa K. Hillin, single person and 1/4 interest in J. Randall Hillin, JR. single person,

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

Being a certain building site or lot designated as No. 6-C, and further identified as Parcel No. 22 on Property Map No. 118-5-A, as shown on the Revised Plan of St. Martin Square, as of record in Book 4460, page 186, Register's Office for said County, to which said plan reference is here made for a more complete legal description.

BEING the same property conveyed to Araminta M. McCullough, by deed from Secretary of Housing and Urban Development, of Washington, D.C., of record in Book 5400, page 466, Register's Office for Davidson County, Tennessee.

09/09 101.00- CHECK

520

This is unimproved ( ) improved (X) property, known as 940 ~~Gale Lane~~ Unit 110 Nashville, TN 37204
(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 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 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 Joe Lackey, 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 $ 27,500.00 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:

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 advise 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 31ST day of August 1983

Dorothy Hipps Billy G. Hipps James R. Hillin

J. Randall Hillis, Jr. Nancy T. Hillin Lisa K. Hillin

Talton T. Williams

Araminta McCullough Williams

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Patricia M. Damico, a Notary Public in and for said County and State, the within named Dorothy Hipps, Billy G. Hipps, J. Randall Hillis, Jr. Nancy T. Hillin, James R. Hillin, Lisa K. Hillin, Talton T. Williams, Araminta McCullough Williams the 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 31ST day of August, 1983

Patricia M Damico, Notary Public.

Commission expires April 22, 1984

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 .....

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF_____

FOR_____

BOOK 6133 PAGE 717

CO -CONVEYANCE
MO -MORTGAGE
WD -WARRANTY DEED
TD -TRUST DEED

CC -CERTIFIED COPY
REL -RELEASE
UCC -UNIFORM COMMERCIAL CODE

MISC -MISCELLANEOUS
COTX -STATE TAX CONVEY
MOTX -STATE TAX MORT
PRFEE -PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			27500.00- CO	
			25000.00- MO	
			71.50 COTX	
			23.00 MOTX	
			.50 PRFEE	
			6.00 WDEED	
			CHECK 101.00-	
			625062/SS/83-PH .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

7:26 68

IDENTIF. REFERENCE

SEP 9 2 45 PM '83

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 977622