#3670

Installment Deed

Prepared by:
George E. Mudter, Jr., Atty.
Suite C-11, 229 Ward Circle
Brentwood, Tennessee 37027

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mr. and Mrs. George W. Turner	New Owner	Map 144-15
(NAME:)	(NAME:)	
6024 Ashland Drive		Parcel 50
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee 37215		Fld Bk FH-14200
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

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FOR AND IN CONSIDERATION of the sum of NINETY-TWO THOUSAND AND NO/100---------- ($92,000.00) ---------- *Dollars,*

of which TEN THOUSAND AND NO/100---------- ($10,000.00) ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder EIGHTY-TWO THOUSAND AND NO/100---------- ($82,000.00) ---------- *Dollars,*

GEORGE W. TURNER and wife, ELIZABETH K. TURNER (Grantees) *have executed*

their promissory note of even date herewith payable to the order of J. G. Hester and wife, Gladys Elston Hester, in 59 equal monthly installments of principal and interest at the annual rate of Eleven percent (11%), each in the amount of $781.46, beginning March 11, 1985, and continuing until February 11, 1990, at which time, the remaining unpaid principal plus accrued and unpaid interest 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,

J. G. Hester and wife, Gladys Elston Hester (Grantors)

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

George W. Turner and wife, Elizabeth K. Turner, their

(successors), heirs and assigns,

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

Being Lot No. 414 on the Plan of Hillsboro Park, Section IV, as of record in Plat Book 2331, page 142, Register's Office for said County, to which plan reference is made for a more complete description.

Being the same property conveyed to J. G. Hester and wife, Gladys Elston Hester by deed from Clara G. Lowe, a widow, of record in Book 3406, page 572, said Register's Office.

This conveyance is made subject to (1) 1985 Taxes, which have been prorated and assumed by the Buyers; (2) Restrictions of record in Book 2435, page 237, amended in Book 2603, page 440, Book 2596, page 23, and Book 3836, page 620; (3) Easement for water lines, mains and supply of record in Book 872, page 505; (4) All matters appearing on the Plan of record in Plat Book 2331, page 142, said Register's Office.

I, Vernon Williams, Sr., a member of the committee authorized by instrument of record in Book 4207, page 397, said Register's Office, to sign for Hillsboro Park, Inc., in compliance with the restrictive covenants stated above, do herein join in this execution pursuant to the requirement as to offer to convey and in full satisfaction thereof, the said Vernon Williams, Sr. and Vernon Williams being one and the same person.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 92,000.00

Subscribed and sworn to before me, this the 11th day of February 19 85

Affiant

My commission expires: 11/6/89 (Affix Seal)

Notary Public

GEORGE E. MUDTER, JR. NOTARY PUBLIC

expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable

As additional security for the indebtedness secured hereby, Grantees covenant and agree as follows:

If all or any part of the Property or an interest therein is sold or transferred by Grantees without Grantors' prior written consent, Grantors may at Grantors' option declare all sums secured by the lien of this instrument to be immediately due and payable. Provided, however, Grantors shall have waived such option to accelerate if, prior to the sale or transfer, Grantors and the person to whom the Property is to be sold or transferred reach agreement in writing that credit of such person is satisfactory to Grantors and the interest payable on the sums secured by the lien of this instrument shall be at such rate as Grantors shall request.

This is ~~unimproved~~ (X) improved property, known as 6024 Ashland Drive (House Number) (Street) Nashville, Tennessee 37215 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 George W. Turner and wife, Elizabeth K. Turner, 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* George W. Turner and wife, Elizabeth K. Turner, 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 George W. Turner and wife, Elizabeth K. Turner *hereinafter referred to as trustors, hereby transfer and convey unto* George E. Mudter, 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 $ 82,000.00 *, 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

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~~ interest at the highest rate allowed by law 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 11th day of February, 1985.

J. G. HESTER

GLADYS ELSTON HESTER

GEORGE W. TURNER

ELIZABETH K. TURNER

VERNON WILLIAMS, SR.
Member of Committee

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, J. G. HESTER and wife, GLADYS ELSTON HESTER and GEORGE W. TURNER and wife, ELIZABETH K. TURNER

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

*or proven to me on the basis of satisfactory evidence

Witness my hand and official seal at Nashville, Tennessee, this 11th day of February, 1985.

Notary Public

7-21-85

Commission expires

02/13 311.75- CHECK

903

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Vernon Williams, Sr.

the within named bargainor, with whom I am personally acquainted, and who acknowledged that executed the within instrument for the purposes therein contained.
or proven to me on the basis of satisfactory evidence

Witness my hand and official seal at Nashville, Tennessee *this* 13th *day of* February, *19* 85.

Commission expires 7/17/88

Notary Public

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

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 .....

RECORDED
FEB 13 1 49 PM '85
DAVIDSON COUNTY, TN
REGISTER'S OFFICE

IDENTIFICATION REFERENCE

29828

INSTALLMENT DEED

FROM

J. G. HESTER
and wife
GLADYS ELSTON HESTER

TO

GEORGE W. TURNER
and wife
ELIZABETH K. TURNER

Please return to:
First Title and Escrow Company, Inc.
Post Office Box 926
Brentwood, Tennessee 37027

File Box 38

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 _____

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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
			92000.00-	CAMT.
			82000.00-	MAMT.
			239.20	CSTAX
			80.00	MSTAX
			.50	PRFEE
			12.00	WDEED
			CHECK	331.70-
			0903A02/13/85 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I-6286

IDENTIF. REFERENCE

FEB 13 1 49 PM '85

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 108304