6430

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

FROM

ANNE GRANT HIGHT

TO

FILBERT J. MARTOCCI, JR.

For draftsman's use

PREPARED BY:
I. Dyke Tatum, Attorney
Suite 200, Realtors Building
306 Gay Street
Nashville, Tennessee 37201

BOOK 6548 PAGE 322

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Filbert J. Martocci, Jr. (NAME)	Same (NAME)	42-11-69
947 Woodland Street (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	11D 01050
Nashville, TN 37206 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

J.0167.8

IDENTIF. REFERENCE

MAY 3 1 50 PM '86

REGISTER'S OFFICE
DAVIDSON COUNTY, TN

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 52,000.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 30th DAY OF April 1986.

Notary Public

MY COMMISSION EXPIRES 1-19-86

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of FIFTY-TWO THOUSAND and NO/100---------- ($52,000.00)---------- DOLLARS

of which $10,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees agree to pay $42,000.00 at 10% per annum in accordance with the terms and provisions as set out in the Note, to which reference is made for more particulars.

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.

ANNE GRANT HIGHT, unmarried

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

FILBERT J. MARTOCCI, JR.

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

LAND in Davidson County, Tennessee, being Lots Nos. 23, 24, 25 and 26 of Block "B" on the Map of Marthonna, not of record, described according to a copy of a survey thereof, made in December, 1937, by J.A. Mefford, Surveyor, as follows:

BEGINNING at a point, the southeast intersection of Old Hickory Boulevard and Ezell Road West; running thence with the south margin of Old Hickory Boulevard, South 85° 57' east 100 feet to a point, the common corner of Lots Nos. 22 and 23 of said block; thence with the line between said Lots Nos. 22 and 23, South 2° 58' west 248.3 feet to the north line of Lot No. 27 in said block; thence with the north line of said Lot No. 27, North 86° 02' west 100 feet to a point in the east margin of Ezell Road, West at the common corner of Lots Nos. 26 and 27; thence with the east margin of Ezell Road West, north 2° 58' east 250 feet to the point of beginning.

INCLUDED IN THE ABOVE DESCRIBED PROPERTY, BUT EXPRESSLY EXCLUDED FROM THIS CONVEYANCE IS that portion of Old Hickory Boulevard conveyed to the Metropolitan Government by instrument of record in Book 4840, page 262, said Register's Office.

BEING the same property conveyed to W. B. Hight and wife, Anne Grant Hight by deed from Howard S. Livingston and wife, Imogene C. Livingston of record in Book 1784, page 441, Register's Office for Davidson County, Tennessee. The said W. B. Hight now being deceased.

FILBERT J. MARTOCCI, JR. RESERVES AND SETS ASIDE AS HOMESTEAD PROPERTY LOCATED AT RT 2 LEWISBURG PIKE, FRANKLIN, TN.

This is unimproved ( ) improved (XX) property, known as 635 Old Hickory Boulevard, Madison, Tennessee 37115
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

4245

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 I. Dyke Tatum 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 $maximum loan 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: THE STATUTORY RIGHT OF REDEMPTION IS EXPRESSLY WAIVED. BOOK 6548 PAGE 323

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 premices, 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 29 day of April 19 85.

Filbert J. Martocci, Jr.

Anne Grant Hight

NORTH CAROLINA
STATE OF ~~TENNESSEE~~
COUNTY OF ~~DAVIDSON~~

Personally appeared before me, the undersigned Luther Lyon, a Notary Public in and for said County and State, the within named ANNE GRANT HIGHT

the 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 Taylorsville North Carolina, Tennessee, this 29 day of April, 19 85.

*or proved to me on the basis of satisfactory evidence

Luther Lyon, Notary Public.

Commission expires March 29 1987

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Filbert J. Martocci, Jr., the bargainor, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office at Nashville, Tennessee, this 30th day of April, 1985.

I. Dyke Tatum
Notary Public

My Commission Expires: 1-19-86

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 6548 PAGE 324

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
			52000.00- CONT.	
			42000.00- MORT.	
			135.20 CSTAX	
			40.00 MSTAX	
			.50 PRFEE	
			6.00 WDEED	
			CHECK 131.70-	
4249A05/03/85			BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

J01678

IDENTIF. T REFERENCE

MAY 3 1 50 PM '85

REGISTER
DAVIDSON COUNTY, TN

No. 131027