Installment Deed BOOK 7206 PAGE 469

ADDRESS NEW OWNER (S) AS FOLLOWS	SEND TAX BILLS TO	MAP PARCEL NUMBERS
Mr. & Mrs. Elmer E. Huggins	same	Map 47-Par 109
(NAME)	(NAME)	Map 47-Par 83
5167 Eatons Creek Road		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee 37218		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of thirty two thousand *Dollars,*
of which five thousand *Dollars, has been paid in cash,*
the receipt of which is hereby acknowledged, and for the remainder twenty seven thousand *Dollars,*
Elmer E. Huggins and wife Linda Huggins
have executed
their single twenty seven thousand dollar installment-deed note dated this date and payable to the order of Beulah Clifton in monthly installments of $242.69 each, the first such installment being due April 30th, 1987, and the remaining installments being due on the last day of each succeeding month until the entire amount has been paid in full, including interest at seven percent a year,

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, Beulah Clifton, a widow,
have this day bargained and sold, and do hereby transfer and convey unto the said Elmer E. Huggins and wife Linda Huggins, and their
(successors), heirs, and assigns,
certain real estate in Davidson *County, Tennessee, as follows:*

Tract One: beginning at a spike at a point in the center of Eatons Creek Road at the mouth of lane leading to W. H. Holt residence; thence south 29° east 100 feet with Eatons Creek Road; thence south 39½° west 450 feet more or less to the Harrington property; thence north 72° 20' west 51.9 feet more or less to a stake; thence north 20° 21' east 476 feet to a spike in the lane; thence north 86° 28' east 187.9 feet to the point of beginning; an improved tract containing 1.86 acres identified as Map 47, parcel 83;
Tract Two: commencing at a point in the center line of Eatons Creek Road and thence with Eatons Creek Road south 29° east 100 feet to the point of beginning; thence south 29° east 123.7 feet along Eatons Creek Road to an iron pin, containing the frontage; then extending with a call on the west side of the property of south 39½° west 416 feet to a stake at a fence corner post, and with a call on the east side of the property of south 39½° west 450 feet more or less, to a dead line connecting the rear with a call of north 72° 20' west 120 feet; an unimproved tract containing 1.24 acres and identified as Map 47, parcel 109;
being the same property conveyed to Willard L. Clifton and wife Beulah Clift from Charles W. Green and wife Martha Green by deed dated March 14th, 1986, and recorded at page 947 of Book 6,804 in the Register's office of Davidson County, Tennessee; the said Willard L. Clifton having died in November 1986, and the said Beulah Clifton being the sole owner of the said two tracts of land as surviving tenant by the entirety

This is unimproved ( ) 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
Elmer E. Huggins and wife Linda Huggins, and 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* myself, and my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Elmer E. Huggins and wife Linda Huggins, and 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 [illegible] 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 Elmer E. Huggins and wife Linda Huggins,
hereinafter referred to as trustors, hereby transfer and convey unto W. R. Baker, *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 $, *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 said indebtedness, all the costs and expenses of such appearance or services, 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 *per cent interest from the date of payment and shall be and become a part of the indebtedness hereby*

Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep 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 repairs, 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 fail, 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 Registers 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.

Witness my ***hand*** ***this*** 27th ***day of*** March, 19 87, ***the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.***

Beulah Clifton

Elmer E. Huggins

Linda Huggins

THIS INSTRUMENT WAS PREPARED BY: W. R. Baker, attorney at law, 205 North Main Street, Ashland City, TN 37015-0245

STATE OF TENNESSEE
COUNTY OF CHEATHAM

Personally appeared before me, ..., ***a Notary Public in and for said County and State,*** Beulah Clifton, and Elmer E. Huggins and wife Linda Huggins,

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 Ashland City, ***Tennessee,***
this 27th ***day of*** March, ***19*** 87.

Wilda Smith ***Notary Public***

Commission expires June 11th, 1989

NOTARY PUBLIC STATE OF TENNESSEE AT LARGE

STATE OF TENNESSEE
COUNTY OF_____

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 the corporation by* ..... *self as* .....

Witness my hand and seal at office in .....
this ..... *day of* ..... *19*.....

Commission expires .....

15918
5 9 8
FEE
REFERENCE
INSTRUMENT
AM 17 8 82 '87
RECORDED
DAVIDSON COUNTY, TN

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS
$ 32,000.00
Linda Huggins
Affiant
SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 10th DAY OF April 19 87
B. Edwards
Deputy Register

INSTALLMENT DEED

FROM
BEULAH CLIFTON

TO
ELMER E. HUGGINS, et ux.

LINDA HUGGINS

TITLE INSURED BY POLICY NUMBER
60216 H Bond

Mail
Collierville, Tenn. 38017

Title Associates, Inc. Livery of Seisin

Compliments of
Title Associates, Inc.

REPRESENTING
USLIFE TITLE INSURANCE
Company of New York

OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 7206 PAGE 471

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WO - 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

322 . 00- CAPIT.
270 . 00- MORT.
80.00 CSTAX
25.00 MSTAX
.50 PREC
2.00 WDS
CHECK 121.50-
5748/04/17/87 CAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

15978

IDENTIFICATION REFERENCE

APR 17 8 23 AM '87

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No.70546