Address New Owner:
Stanley Bernard, Trustee
201 Fairfax Ave.
Nashville, Tennessee

Send Tax Notices to:
Stanley Bernard
201 Fairfax Ave.
Nashville, Tennessee

This instrument was prepared by
Jno. B. Cobb, Jr., Attorney at Law
Stahlman Building, Nashville, Tenn.

INSTALLMENT DEED BOOK 4174 PAGE 699

Map 119-9
Par. 133-134

For and in Consideration of the sum of ----------

Forty Thousand and No/100 ----------($40,000.00)---------- Dollars,

of which Ten Thousand and No/100 ----------($10,000.00)---------- Dollars,

has been paid in cash by Stanley Bernard, Trustee

the receipt of which is hereby acknowledged, and for the remainder ----------

Thirty Thousand and No/100 ----------($30,000.00)---------- Dollars,

the said Stanley Bernard, Trustee has

executed his one note of even date herewith in the original principal amount of $30,000.00, payable to the order of Ronald S. Ligon and wife, Mary Frances Ligon, in annual installments of $15,000.00 each. The first installment being due and payable on the 1st day of October, 1968, and the last and final installment being due and payable on the 1st day of October, 1969, all in accordance with the terms and conditions as set out in said note.

STATE TAX $ 60.00
PROBATE .50
TOTAL $ 60.50

SEP 27 1967
PAID SEP 27 1967
R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

STATE TAX $ 28.00
PROBATE .50
TOTAL $ 28.50

SEP 27 1967
PAID SEP 27 1967
R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

all of said notes bearing six per cent interest from date, and providing for payment of attorney's fees, and to secure payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, We, Ronald S. Ligon and wife, Mary Frances Ligon

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have this day bargained and sold, and do hereby transfer and convey unto the said Stanley Bernard, Trustee, with full power to mortgage, sell, transfer or convey without the joinder of any beneficiary, his successors ~~heirs~~ and assigns,

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

TRACT No. 1: Land in the 6th, formerly the 9th, Civil District of Davidson County, Tennessee, described as follows:
BEGINNING at a point in the center of the Nolensville Pike, at the southwest corner of the property conveyed to Blanche A. Shelton, by deed from Polk Nelson and wife, as of record in Book 1264, page 261, said Register's Office, thence with Shelton's south line eastwardly 215 feet, more or less; thence southwardly 50 feet; thence westwardly 215 feet, more or less, to the center of the Nolensville Pike; thence with the center of said Pike northwardly 50 feet to the point of beginning.

TRACT NO. 2: Land in the 6th Civil District of Davidson County, Tennessee, described as follows:
BEGINNING on the easterly margin of the Nolensville Road, as widened, at a point 60 feet east of the southwest corner of the property conveyed to Sam F. Waller and wife, by deed from J. M. Whitsitt and wife, of record in Book 482, page 157, said Register's Office; thence with the southerly line of said Waller property eastwardly 155 feet; thence southwardly 50 feet 6 inches, more or less, to the northeast corner of the property conveyed to Mrs. Cora Allen by deed from John Vincent and wife, of record in Book 658, page 74, said Register's Office; thence with the northerly line of said Allen property, westwardly 155 feet to the easterly margin of the Nolensville Road, as widened; thence with said Road, northwardly 50 feet 6 inches, more or less, to the beginning.

BEING the same property conveyed to Ronald S. Ligon, unmarried, by deed from Ethelyne Tatom, unmarried, of record in Book 2749, page 145, Register's Office for Davidson County, Tennessee.

This is improved property located at 2704-2706 Nolensville Road - Nashville, Tenn.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Stanley Bernard, Trustee, his successors 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 Stanley Bernard, Trustee his successors 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 me in hand paid, I, the said Stanley Bernard, Trustee

do hereby transfer and convey unto Jno. B. Cobb, 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.

I, the said Stanley Bernard, Trustee

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 $ insurable value 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 interst may appear.

I 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 I 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 I, the said Stanley Bernard, Trustee 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 I 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; I 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 trust conveyance. I 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. I 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 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 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 Stanley Bernard, Trustee, his 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 Jno. B. Cobb, Jr., Trustee, shall be vested in said successor.

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 Ronald S. Ligon and wife, Mary Frances Ligon and Stanley Bernard, Trustee hereunto set our hands at Nashville, Tennessee, this the 22nd day of September 1967

Ronald S. Ligon

Mary Frances Ligon

Stanley Bernard, Trustee

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Jo Ann Smith, a Notary Public in and for said County and State, the within named Ronald S. Ligon and wife, Mary Frances Ligon ~~and Stanley Bernard, Trustee~~

the 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 22nd day of September, 1967

Jo Ann Smith, Notary Public.

Commission Expires April 26, 1971

STATE OF TENNESSEE

DAVIDSON **County.**

Personally appeared before me, Carolyn W. Roberts, a Notary Public in and for said County and State, the within named Stanley Bernard, Trustee

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

Witness my hand and official seal at Nashville, Tennessee this 22nd day of September, 1967

Carolyn W. Roberts, Notary Public.

Commission Expires August 11, 1971

STATE OF TENNESSEE
Davidson County

Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____ with whom I am personally acquainted and who upon (his oath / their several oaths) acknowledged (himself / themselves) to be the _____ and _____ respectively of the _____ the within named bargainor, a corporation, and that (he / they) as such _____ and _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said _____ as such _____, and attesting the same by the said _____ as such _____

Witness my hand and official seal at office at _____ on this the _____ day of _____, 19____.

My commission expires _____

_____
Notary Public

Attys Title Co. # 139757

INSTALLMENT DEED

FROM
Ronald S. Ligon and wife,

TO
Mary Frances Ligon

Stanley Bernard, Trustee

Attorneys Title Company
Titles Guaranteed

89987

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

NASHVILLE, TENN.
DEP 27 2 38 PM '67
NOTED: BOOK 117 PAGE 397
RECORDING FEE $ 6.80
DEP. REG. _____

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