Installment Deed

BOOK 4184 PAGE 159

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
James E. Duke, Et Ux	East Nashville Realty Co.	
(NAME): Larkin Spring Road	(NAME): 1015 Woodland Street	Par. 11D-88985
(STREET ADDRESS OR ROUTE NUMBER): Madison, Tenn. 37115	(STREET ADDRESS): Nashville, Tenn. 37206	Map 43-15 Par. 166
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of ($7,151.00)

---------- Seven Thousand, One Hundred Fifty-one & No/100 ------ *Dollars,*

of which ($1.00)

---------- One & No/100 ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder ($7,150.00)

---------- Seven Thousand, One Hundred Fifty & No/100 ---------- *Dollars,*

James E. Duke and wife, Shirley F. Duke,

the Grantees hereinafter named, *have* executed two (2) Promissory Lien Notes of even date herewith, in the total principal sum of $7,150.00, payable to the Order of L. O. Hardaway, as follows:

Note #1: In the principal sum of $3,000.00, due and payable on January 22, 1981, with interest at the rate of 6% per annum, said interest being payable monthly, beginning January 22, 1966, and thereafter on the 22nd day of each consecutivemonth.

Note #2: In the principal sum of $4,150.00, bearing interest at the rate of 6% per annum, payable in monthly installments of $35.03 each, beginning January 22, 1966, and thereafter on the 22nd day of each consecutive month, to be applied first to interest and the remainder to principal until paid in full.

Privilege is reserved of paying any number of said monthly payments or said notes may paid in full on any paying date.

*(Continued following page)

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,

We, L. O. Hardaway and wife, Lucille Clark Hardaway,

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

James E. Duke and wife, Shirley F. Duke,

their *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Land in the 11th Civil District of Davidson County, Tennessee, described as follows:

Beginning on the easterly margin of Larkin Spring Road at the southwest corner of Lot No. 1 of Block "A" on the Plan of Anderson's Subdivision, as of record in Book 974, Pages 36 and 37, Register's Office for said County; thence with the southern boundary line of said subdivision eastwardly 400 feet; thence southwardly 100 feet; thence westwardly 400 feet to the easterly margin of said road; thence with the same northwardly 100 feet to the beginning.

Being the same real property conveyed to L. O. Hardaway and wife, Lucille Clark Hardaway, by deed from W. T. Mullins (wife, Ruby Lee Mullins, deceased) of record in Book 3463, Page 315, Register's Office, Davidson County, Tennessee.

STATE TAX $ 10.73
PROBATE .50
TOTAL $ 11.23

OCT 26 1967

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

PAID OCT 26 1967

STATE TAX $ 5.15
PROBATE .50
TOTAL $ 5.65

OCT 26 1967

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

PAID OCT 26 1967

The two (2) lien notes hereinabove described are subordinate to, and inclusive of, a prior lien secured by a Deed of Trust executed by W. T. Mullins and wife, Ruby Lee Mullins, to R. C. Vardell, Trustee, of record in Book 2671, page 113, Register's Office for Davidson County, Tennessee, to secure payment to L. O. Hardaway of one (1) note dated September 19, 1957, in the principal sum of $6,600.00, now reduced to $3,728.14, payable $55.70 per month, including principal and interest at 6% per annum, beginning October 19, 1957.

It is hereby understood and agreed that the payments on the prior lien note will be paid out of the payments received from the subordinate lien notes executed by the Grantees herein. In the event of advance payments on the said subordinate lien notes, a sufficient amount must be paid on the prior lien note so that the balance owing on t same will not be more at any given time than the balance owing on the subordinate lien notes.

This is unimproved ( ) improved (X) property, known as (None) (House Number) Larkin Spring Road (Street), Madison (P. O. Address:), Tenn. 37115 (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said James E. Duke and wife, Shirley F. Duke, *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,* except as hereinabove stated

We *further covenant and bind* ourselves, *our heirs and representatives, to warrant and forever defend the title to said real estate to said* James E. Duke and wife, Shirley F. Duke, 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 James E. Duke and wife, Shirley F. Duke, *hereinafter referred to as trustors, hereby transfer and convey unto ....., 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 $ 6,600.00 *, 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 from the date of payment and shall be and become a part of the indebtedness secured hereby.

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 22nd *day of* December, *19* 65.

L. O. Hardaway

Lucille Clark Hardaway

James E Duke

Shirley F. Duke

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Claude Krecker, *a Notary Public in and for said County and State,* L. O. Hardaway and Lucille Clark Hardaway AND James E. Duke and Shirley F. Duke, *the within named bargainors, with whom I am personally acquainted, and who acknowledged that* they have *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville, Davidson County, *Tennessee, this* 22 *day of* December, *19* 65.

Claude Krecker *Notary Public*

Commission expires 5-3-69

STATE OF.....
COUNTY OF.....

Personally appeared before me, ..., a Notary Public in and for said County and State, ...

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

Witness my hand and official seal at....., this.....day of....., 19.....

.....*Notary Public*

Commission expires.....

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 corporatoin by .....self as.....

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

.....*Notary Public*

Commission expires.....

mail to O Hardaway 1015 Woodland St

INSTALLMENT DEED

FROM
L. O. Hardaway, Et Ux

TO
James E. Duke, Et Ux

Deed Prepared By:
David C. Rutherford, Attorney
306 Nashville Bank & Trust Bldg.
Nashville, Tenn.

93842

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

OCT 26 12 15 PM '67

NOTE BOOK 117 PAGE 67

RECORDING FEE $ 6.00

DEP. REG. M

Compliments of
Guaranty Title Company
of
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Building
& Union
NNESSEE

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