Send Tax Statements to:
New Owners: Mr. and Mrs. Andrew J. Ryal
3400 Lealand Lane
Nashville, Tennessee 37204

Field Book No. 16DA-6203

Map-Parcel No.
Map 118-9
Par. 180

This Instrument Was Prepared By
REAU E. FOLK, JR., Attorney
Stahlman Bldg., Nashville, Tenn.

# Installment Deed

BOOK 4209 PAGE 60

*FOR AND IN CONSIDERATION of the sum of* THIRTY-NINE THOUSAND FIVE HUNDRED * * ($39,500.00) * * * * * * * * * * * * * * * * * * * * * * * * * * *Dollars, of which* SEVEN THOUSAND FIVE HUNDRED ($7,500.00) * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* THIRTY-TWO THOUSAND ($32,000.00) * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * *Dollars,*

Andrew J. Ryal and wife, Lera D. Ryal, *have executed* their two joint and several promissory notes, of even date herewith, both payable to the order of John Ira Dodson and wife, Alice Fox Dodson, as follows: (1) one note in the principal sum of $10,000.00 due on or before July 1, 1968, or when the house belonging to the Grantees herein at 707 12th Avenue, South, Nashville, Tennessee, is sold, whichever event first occurs, the said note to bear no interest if paid as stipulated; (2) a second note in the principal sum of $22,000.00, to be paid in monthly installments of $200.00 each, beginning July 1, 1968, to be applied first to interest at 6% per annum and then to the reduction of principal and to continue on the same day of each succeeding month until the total principal and accrued interest is paid. The interest shall not begin to accrue until July 1, 1968,

*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,* JOHN IRA DODSON and wife, ALICE FOX DODSON,

*have this day bargained and sold, and do hereby transfer and convey unto the said* ANDREW J. RYAL and wife, LERA D. RYAL,

their [redacted], *heirs and assigns,*

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

TRACT NO. I:

Being parts of Lots 20 and 21, on the Plan of Oscar F. Noel's Estate called Noelton, not of record described as follows:

Beginning on the southerly margin of Noelton Lane, at the northeast corner of the property conveyed to John Ira Dodson and wife, by deed from Walter M. Williams and wife, in Book 3402, page 577, said Register's Office; thence with the southerly margin of Noelton Lane, easterly 103 feet; thence southerly 202-1/2 feet; thence westerly 109 feet to said Dodson's southeast corner; thence with Dodson's eastern boundary line, northerly 202-1/2 feet to the beginning.

Being the same property conveyed to John Ira Dodson and wife, Alice Fox Dodson, by deed from Walter M. Williams and wife, in Book 3844, page 693, said Register's Office.

TRACT NO. II:

Being part of Lot No. 20 on the Plan of Oscar F. Noel's Estate, east of the Granny White Pike, called Noelton, not of record, described according to a survey made by W. B. Southgate, Surveyor, September 19, 1932, as follows:

Beginning at the southeast corner of Lealand Lane and Noelton Lane, formerly Fifth Street; thence with the easterly margin of Lealand Lane, south 11° west 202-1/2 feet to the northwest corner of the property conveyed to Thomas M. Holt and wife, by deed from Mackie Parrish Williams and husband in Book 971, page 446; thence with the northerly line of said Holt's property, south 84° east 208 feet to a point 32 feet west of the westerly line of Lot 21; thence north 11° east 202-1/2 feet to the southerly margin of Noelton Lane; thence with said Lane, north 84° west 208 feet to the beginning.

Being the same property conveyed to John Ira Dodson and wife, Alice Fox Dodson, by deed from Walter M. Williams and wife, in Book 3402, page 577, said Register's Office.

This conveyance is made subject to an easement for sanitary sewer, in Book 3958, page 188, said Register's Office.

*TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said* Andrew J. Ryal and wife, Lera D. Ryal, their (redacted), *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* Andrew J. Ryal and wife, Lera D. Ryal, their (redacted) *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* Andrew J. Ryal and wife, Lera D. Ryal, *hereinafter referred to as trustors, hereby transfer and convey unto* Floyd C. Stone, *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 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* 30th *day of* January, *19*68.

John Ira Dodson

Alice Fox Dodson

Andrew J. Ryal

Lera D. Ryal

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

*Personally appeared before me,* Reau E. Folk, Jr. *a Notary Public in and for said County and State,* John Ira Dodson and wife, Alice Fox Dodson, and Andrew J. Ryal and wife, Lera D. Ryal,

*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* Nashville, *Tennessee this* 30th *day of* January, *19*68.

Reau E. Folk Jr.
*Notary Public*

NOTARY PUBLIC DAVIDSON COUNTY, TENN. EXP. JULY 26 1970

*Commission expires* July 26, 1970

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.....*

STATE TAX $ 103.70
PROBATE .50
TOTAL $ 103.20

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

FEB 2 1968

*Commission expires*.....

FELIX Z. WILSON, II
COUNTY REGISTER
DAVIDSON COUNTY, TENN.

STATE TAX $ 30.00
PROBATE .00
TOTAL $ 30.00

.....*Notary Public*

FEB 2 1968

FELIX Z. WILSON, II
COUNTY REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

I, or we, hereby swear or affirm that the actual consideration for this transfer, or the value of the property transferred, whichever is greater, is $ 39,500.00 , which amount is equal to or greater than the amount the property transferred would command at a fair and voluntary sale.

Andrew J. Ryal
Affiant Affiant

Sworn to and subscribed before me this 30th day of January, 1968.

Pearl Hall Jr
Notary Public
My commission expires: July 26, 1970

NOTARY PUBLIC DAVIDSON COUNTY JUL 26 1970

**INSTALLMENT DEED**
REF:hs

FROM
JOHN IRA DODSON and wife

TO
ANDREW J. RYAL and wife

04562

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

FEB 2 10 30 AM '68
NOTED BOOK 118 PAGE 210
RECORDING FEE $ 6.00
DEP. REG. 2

Compliments of
**Guaranty Title Company**
A Division of
Kansas City Title Insurance Company
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE

File: Real Estate