Address of New Owner & Send Tax Bills to: Herbert J. Duncan, 273 Bonna Springs Drive, Hermitage, Tennessee

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Map 75-9
Pat. 255

INSTALLMENT DEED

For and in Consideration of the sum of Nineteen Thousand ($19,000.00) Dollars,

of which One Thousand, Five Hundred ($1,500.00) Dollars,

has been paid in cash by Herbert J. Duncan & wife, Althea N. Duncan

the receipt of which is hereby acknowledged, and for the remainder of Seventeen Thousand, Five Hundred ($17,500.00) Dollars,

the said Herbert J. Duncan & wife, Althea N. Duncan have executed an installment deed note of even date hereof for Seventeen Thousand, Five Hundred, ($17,500.00) Dollars, plus 6½ percent per annum, payable monthly in the amount of $118.16 on the fifthteenth day of each month, beginning March 15, 1969, and a like amount due on the 15th day of each month thereafter for 300 months or 25 years.

I hereby swear or affirm that the actual consideration or true value for the transfer, whichever is greater, is $19,000.00. Affiant: Herbert J. Duncan
Subscribed and sworn to before me this 17 day of Dec. 1968

Deputy Register D. Gentry

and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, Margery S. Finch

have this day bargained and sold, and do hereby transfer and convey unto the said Herbert J. Duncan & wife, Althea N. Duncan their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Lot No. 1120 on the Plan of Hermitage Hills Subdivision sec. 9, in Davidson County, Tennessee, as of record in Book 3600, page 97, Register's Office for Davidson County, Tennessee.

Said Lot No. 1120 fronts 80.0feet on the easterly margin of Bonnaspring Drive, and extends back between lines 151.03 feet on the northerly line and 151.6 feet on the southerly line to a dead line in the rear, measuring 80.1 feet thereon.

Being the same property conveyed to Johnson Homes, Inc., by deed of record in Book 4037, page 886, Register's Office for Davidson County, Tennessee. Being also the same property conveyed to Margery S. Finch by deed from Johnson Homes, Inc. of record in Book 4042, page 613, Register's Office for Davidson County, Tennessee.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Herbert J. Duncan & wife, Althea N. Duncan heirs and assigns forever she covenant that she lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

She further covenant and bind her heirs and representatives, to warrant and forever defend the title to said real estate to said Herbert J. Duncan & wife, Althea N. Duncan , 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 in hand paid, we , the said Herbert J. Duncan & wife, Althea N. Duncan

do hereby transfer and convey unto John W. Nolan, III , 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 Herbert J. Duncan & wife, Althea N. Duncan 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 $17,500.00 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.

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 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 Herbert J. Duncan & wife, Althea N. Duncan 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 trust 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:

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 Herbert J. Duncan & wife, Althea N. Duncan their 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 Harry S. Dexter, 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 _____

and _____

hereunto set our hands at Kissimmee, Florida, Tennessee, this the 10 day of February 1969

X Margery S. Finch

X Herbert J. Duncan

X Althea N. Duncan

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Loyd D. Martin, a Notary Public in and for said County and State, the within named Herbert J. Duncan and Althea N. Duncan

the bargainors, 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 14 day of March, 1969

Commission Expires 1-31-73

Loyd D. Martin Notary Public.

NOTARY PUBLIC DAVIDSON

STATE OF Florida

Osceola **County.**

Personally appeared before me, Barbara Denlinger, a Notary Public in and for said County and State, the within named Margery S. Finch

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 Kissimmee, Florida this 10th day of February, 1969

Barbara Denlinger Notary Public.

Notary Public, State of Florida at Large
My Commission Expires Aug. 12, 1972
Bonded By American Fire & Casualty Co.

Commission Expires

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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

INSTALLMENT DEED

FROM
MARGERY S. FINCH

TO
HERBERT J. DUNCAN & wife,
ALTHEA N. DUNCAN

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

A 30637

IDENTIF. REFERENCE

FEB 17 10 38 AM '69

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

This Instrument Prepared By:
John W. Nolan, III
Attorney At Law
1115 Stahlman Building
Nashville, Tennessee
37201

TOBLEY CO., NASHVILLE

FEB 17 69	CONV	19,000.00				
FEB 17 69	MORT'G	17,500.00				
FEB 17 69	S'TAX		A*	49.40		
FEB 17 69	S'TAX		A*	15.50		
FEB 17 69	PR'FEE		A*	.50		
FEB 17 69	W'DEED		A*	6.00	*	71.40