Installment Deed

This instrument prepared by Frank M. Newman, Attorney, Donelson, Tennessee

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mr. Lee E. Putman	same	Map 44-5
(NAME)	(NAME)	Par. 62
Rt One Box 353		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Old Hickory, Tenn 37138		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

M.C.

FOR AND IN CONSIDERATION of the sum of $40,000.00

Forty Thousand and no/100 - - - - - - - - - - - - - - - - - - *Dollars,*

of which $5,000.00

Five Thousand and no/100 - - - - - - - - - - - - *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder $35,000.00

Thirty-Five Thousand and no/100 - - - - - - - - - - - - - - - - *Dollars,*

the grantee *has* executed

his promissory note in the original principal sum of thirty-five thousand dollars ($35,000.00) payable in 180 monthly installments of $295.35 each, payment including principal and interest at the rate of six percent (6%) per annum on the unpaid balance, first payment due on the 21st day of June 1969 and a like amount on the 21st day of each succeeding month until paid in full,

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,

Fraley Hudnall and wife, Roxie P. Hudnall,

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

Lee E. Putman,

his *(successors), heirs and assigns,*

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

TWO tracts of land in Davidson County, Tennessee.

Tract No. 1: Being Lot No. 140 on the unrecorded Map of Rayon City. SAID lot fronts 50 feet on the northerly side of Bridgeway Avenue and runs back between parallel lines 190 feet more or less on the easterly line and 200 feet more or less on the westerly line to a dead line on which it measures 48 feet.

Tract No. 2: Being in the 4th Civil District of said County, lying west of and adjoining the Map of Rayon City, as of record in Book 843, page 13, Described as follows:

BEGINNING at a point at the southwest corner of Lot No. 140 (called Lot No. 142 in deeds) on the unrecorded plan of Rayon City, said point being 163.6 feet westerly from the intersection of the west line of Davids Avenue and Bridgeway Avenue as shown on the Plan of Rayon City, of record in Book 843, page 13, said Register's Office; thence; north

Tract No. 1: Being the same property conveyed to Fraley Hudnall by deed from Alvin M. Hartman and wife, as of record in Book 2265, page 18 in the Register's Office for Davidson County, Tennessee.

Tract No. 2: Being the same property conveyed to Fraley Huddnell (the same person as Fraley Hudnall), by deed from C. R. Stinson et al, Trustee, as of record in Book 2240, page 563, Register's Office for Davidson County, Tennessee.

MAY 22 83	CO /	40,000.00			
MAY 22 83	MORT'G	35,000.00			
MAY 22 83	S'TAX		B* 104.00		
MAY 22 83	S'TAX		B* 33.00		
MAY 22 83	PR'FEE		B* .50		
MAY 22 83	W'DEED		B* 6.00	*	143.50

unimproved ( )
This is 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 Lee E. Putman, his *(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.*

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Lee E. Putman his *(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 Lee E. Putman *hereinafter referred to as trustors, hereby transfer and convey unto* Frank M. Newman, *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:*

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 21st *day of* May, *19*69.

Fraley Hudnall
Roxie P. Hudnall
Lee E Sutton

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Fraley Hudnall and wife, Roxie P. Hudnall,

the within named 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 Donelson *Tennessee, this* 21st *day of* May, *19*69

Commission expires July 22, 1972

Notary Public

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Lee E. Putman,

the within named 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 Donelson, Tennessee, *this* 21st *day of* May, *19* 69.

Mary P. Looney *Notary Public*

Commission expires August 22, 1972

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 .....

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $40,000.00,

Lee E. Putman
Affiant

Subscribed and sworn to before me this the 21st day of May 1969.

Mary P. Looney
Notary Public

Commission expires: August 22, 1972

INSTALLMENT DEED

FROM
FRALEY HUDNALL ET UX

TO
LEE E. PUTMAN

A 41448

IDENTIF. REFERENCE

MAY 22 8 51 AM '69

FELIX Z. WILSON JT REGISTER
DAVIDSON COUNTY, TENN.

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