Prepared by; Dadian Batson, Atty.

Installment Deed

BOOK 4361 PAGE 379

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
HENRY A. DUKE	Same	Book 3917
(NAME): Ridgewood Road	(NAME):	Page 613
(STREET ADDRESS OR ROUTE NUMBER): Joelton, Tennessee	(STREET ADDRESS):	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Ten Thousand Seven Hundred and Fifty Six Dollars and 40/100 ($10,756.40) *Dollars,*

of which Fifteen Hundred Dollars and no/100 (1500.00) *Dollars, has been paid in cash,*

by Henry A. Duke and wife, Audrey L. Duke *the receipt of which is hereby acknowledged, and for the remainder* Nine Thousand Two Hundred Fifty-Six Dollars and 40/100 ($9256.40) *Dollars,*

the said Henry A. Duke and wife Audrey,L. Duke have executed their note for said amount, due in monthly One Hundred Dollar and no/100 (100.00) installments, due on the 1st day of each and every month,bearing interest at 8% per annum. Out of each installment the interest will ~~XXXXXXXXXX~~ be first deducted and the balance applied on the principal.
It is understood that there is a Trailer situated on said property, which between the parties is considered as realty, not to be removed. The Third National Bank of Nashville, Tennessee has a Lien against the Trailer for Seven Hundred Fifty Six Dollars and 40/100 ($756.40) payable monthly. It is understood the purchaser will make these payments and that the amount of payments will be credited against his monthly payments until the Bank is 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, we, Thomas A. Warf and wife, Ann B. Warf

have this day bargained and sold, and do hereby transfer and convey unto the said Henry A. Duke and wife, Audrey L. Duke

their *(successors), heirs and assigns,*

certain real estate in Davidson County, Tennessee, as follows:
Two tracts of land as follows:
TRACT NO. 1: Land in the 14th Civil District of said County and State, described partly according to a survey made by Steve Draper, May 10, 1963, as follows:
Beginning at a point in the center of Ridgwood Drive at the southeast corner of the property conveyed to Connell and wife, by deed from Georgia A. Colebrook, of record in book 3703, page 518, Register's Office for said County; thence with Connell's northeast line northwestwardly 442 feet to the center line of Gill Lane; thence with the center line of said Lane northeastwardly 254 feet to the northwest corner of John Kellison's property; Thence with his west line southerly 425 feet to the center of Ridgewood Drive, the point of beginning.

Being part of the real property conveyed to V. C. Gill by deed from Georgia A. Colebrook of record in book 3763, page 330 Register's Office for said County.

TRACT NO.2: Land in the 14th Civil District of said County and State, described as follows:
Beginning in the center of Ridgewood Drive at the southeast corner of the property conveyed to Walter T. Connell and wife, or record in book 3703, page 518, Register's Office for said County, and the southwest

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 10,756.40

Subscribed and sworn to before me, this the 13th day of August 1969

T. A. Warf
Affiant

My commission expires: My Commission Expires Feb. 23, 1972

Notary Public

corner of the property conveyed to Thomas A. Warf and wife, of record in Book 3906, page 822, said Register's Office; thence with the center line of Ridgewood Drive westwardly 50 feet; thence northwestwardly 60 feet to the westerly line of Connell property; thence with his west line southeastwardly 70 feet to the center of Ridgewood Drive, the point of beginning.

Being the same property conveyed to V. C. Gill by deed from Walter T. Connell and wife, of record in book 3 , page , said Register's Office.

The purpose of this deed of correctiom is to include more property than that which was conveyed in the deed of record in book 3906, page 822. said Register's Office, thereby correcting said deed.

Being the same property conveyed to Thomas A. Warf and wife by Deed from V. C. Gill on record in Book 3917, page 613 said Register's Office.

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 Henry A. Duke and wife, Audrey L. Duke *their (successors), heirs and assigns forever. 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 hereto set out.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Henry A. Duke and wife, Audrey L. Duke *(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 Henry A. Duke and wife, Audrey L. Duke *hereinafter referred to as trustors, hereby transfer and convey unto* Dodson Batson, *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 $ 6,500.00, *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 13th *day of* Aug. *, 19*69.

Henry A. Duke

Audrey L. Duke

Thomas A. Warf.

Ann B Warf.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Wm. C. Phillips *, a Notary Public in and for said County and State,* Henry A. Duke and wife Audrey L. Duke Thomas A. Warf and wife Ann B. Warf *the within named bargainor, with whom I am personally acquainted, and who acknowledged that* they *exccuted the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville, *Tennessee, this* 13 *day of* August *, 19*69.

My Commission Expires Feb. 23, 1972

Wm. C. Phillips *Notary Public*

Commission expires

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 corporation by .....self as.....

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

.....*Notary Public*

Commission expires.....

INSTALLMENT DEED

FROM

THOMAS A. WARF, and wife
ANNA B. WARF

TO

HENRY A. DUKE, and wife
AUDREY L. DUKE

A 5 2 5 1 8

IDENTIF. REFERENCE

AUG 29 3 24 PM '69

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Compliments of

GUARANTY TITLE
Office of
CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE

[illegible]	CASH	10,756.40			
[illegible]	MORT'G	-9,256.40			
[illegible]	REG'S TAX		A*	28.08	
[illegible]	REG'S TAX		A*	7.30	
[illegible]	RECORDING FEE		A*	.50	
[illegible]	MISC FEES		A*	6.00	* 41.88