Installment Deed

This instrument was prepared by Earl Thompson, Atty. Nashville, Tenn.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Ethel H. Duncan (NAME:)	Same BOOK 4521 PAGE 554 (NAME:)	Map 55-12 44-5
Keeton Avenue (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par. 208, 209
Old Hickory, Tennessee (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Thirteen Thousand and no/100---------- ----------($13,000.00)---- *Dollars,* *of which* One Thousand and no/100---------- ----------($1,000.00) *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* of Twelve Thousand and no/100 ----------($12,000.00) *Dollars,* ----------

Ethel H. Duncan, a widow, *has executed* and delivered her lien note in the principal sum of $12,000.00 payable to the order of Mollie F. Pigg. Said note is payable in monthly installments of $95.00 per month, the first installment being due on or before the 17th day of August, 1971 and a like installment on the same date of each succeeding month thereafter until the note is paid in full. The note bears interest at the rate of 6% per annum from date and when each payment is received interest on the unpaid balance shall first be applied to interest and the remainder to the principal and so continue monthly until said note and interest are 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, Mollie F. Pigg, Leona Pigg Ligon, Burnice Gordon Pigg and Katherine Pigg Delap *have this day bargained and sold, and do hereby transfer and convey unto the said* Ethel H. Duncan, her---------- ----------*(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Being Lots Nos. 212 and 213 on the Map of the Subdivision of Rayon City Development Company, as of record in Plan Book 843, page 17, Register's Office for said County.
Said Lot No. 212 fronts 49.13 feet on the easterly side of Keeton Avenue, and runs back between lines, 168 feet on the northerly line and 165 feet on the southerly line to a dead line in the rear on which it measures 27.83 feet.
Being the same property conveyed to Fred L. Pigg and wife, Mollie Pigg, by deed from William E. Ligon and wife, in Book 2796, page 86, said Register's Office, and the said Fred L. Pigg having since died.
Said Lot No. 213 fronts 49.13 feet on the north side of Keeton Avenue, and runs back 165 feet on the southeast line at an angle and 165 feet on the northwest line at approximately right angles to Keeton Avenue, measuring 27.83 feet on the rear.
Being property vested in the heirs at law of Fred L. Pigg, deceased.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 13,000.00

Ethel H. Duncan
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 17th DAY OF July 19 71

MY COMMISSION EXPIRES My Commission Expires August 11, 1973 (AFFIX SEAL)

Notary Public

Mollie F. Pigg is the surviving widow of Fred Pigg, deceased, Fred Pigg children and only heirs at law are Leona Pigg Ligon, Burnice Gordon Pigg and Katherine Pigg Delap, who with Mollie F. Pigg, are the grantors of this instrument.

This property is hereby conveyed subject to restriction D as may apply to Lot No. 212 in accordance to restriction contained in deed from Rayon City Development Company to William E. Ligon and wife of record in Book 1049, page 34, Register's Office for Davidson County, Tennessee.

JUL 20	CONV	13,000.00				
JUL 20	MORT'G	12,000.00				
JUL 20	S'TAX		A*	33.80		
JUL 20	S'TAX		A*	10.00		
JUL 20	PR'FEE		A*	.50		
JUL 20	W'DEED		A*	8.00	*	52.30

This is { unimproved / improved } property, known as ..... Keeton Avenue, Old Hickory, Tennessee
(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 Ethel H. Duncan ---------- her *(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* Ethel H. Duncan, her ---------- *(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 Ethel H. Duncan ---------- *hereinafter referred to as trustors, hereby transfer and convey unto* Earl Thompson, *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 $10,000.00, *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.

BOOK 1521 PAGE 556

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 6th *day of* July, *19* 71

Mollie F. Pigg

Mollie F. Pigg

Leona Pigg Ligon

Leona Pigg Ligon

Burnice Gordon Pigg

Burnice Gordon Pigg

Katherine Pigg Delap

Katherine Pigg Delap

Ethel H. Duncan

Ethel H. Duncan

STATE OF TENNESSEE }
COUNTY OF ~~DAVIDSON~~ WILSON }

Personally appeared before me, Fred S Ramsey, *a Notary Public in and for said County and State,* Mollie F. Pigg, a widow, and Leona Pigg Ligon and Ethel H. Duncan, *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 Madison *Tennessee, this* 17 *day of* July, *19* 71

Fred S Ramsey *Notary Public*

Commission expires My Commission Expires August 11, 1973

My Commission Expires August 11, 1973

STATE OF OKLAHOMA }
COUNTY OF OKLAHOMA }

BOOK 4521 PAGE 557

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Katherine Pigg Delap

the within named 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 Midwest City, Oklahoma, *this* 8 *day of* July, *1971.*

Notary Public

Commission expires 8/27/73

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 .....

STATE OF WASHINGTON)
COUNTY OF ~~FRANKLIN~~ Benton)

Personally appeared before me, Wm. L Oakes, a Notary Public in and for said County and State, Bernice Gordon Pigg, the within named bargainor, with whom I am personally acquainted, and who acknowledged that ~~she~~ he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Pasco, Washington this 6th day of July, 1971.

Wm. L Oakes
Notary Public

My Commission Expires: May 12, 1974.

RETURN TO: RAMSAY REALTY
P. O. BOX 252 MADISON TENN. 37115

INSTALLMENT DEED

FROM
ETHEL H. DUNCAN

TO
EARL THOMPSON, Trustee

B 23542

IDENTIF. REFERENCE

JUL 20 9 42 AM '71

FELIX E. ALLISON 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