This Instrument Was Prepared By
REAU E. FOLK, JR., Attorney
3829 Cleghorn Ave., Nashville, Tenn.

# Installment Deed

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TTC G-222845

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| Cate & Becton (NAME) | new owners (NAME) | Lt.14-147-8-165 5D-03814 |
| 675 Harding Pl. H-5 (STREET ADDRESS OR ROUTE NUMBER) | (STREET ADDRESS) | Lt.15-147-8-164 5D-03815 |
| Nashville, Tenn. 37211 (CITY) (P. O. ZONE) (STATE) | (CITY) (ZONE) (STATE) | Lt.16-147-8-163 5D-03816 |
| | | Lt.17-147-5-214 5D-03817 |

*FOR AND IN CONSIDERATION of the sum of* FIFTY-FIVE THOUSAND * * * * * * * *
* * * * * * * * * * * * * * ($55,000.00) * * * * * * * * * * * *Dollars,*

*of which* SEVEN THOUSAND * * * * * * * * * * * * * * * * * * * * * * *
* * * * * * * * * * * * * * * ($7,000.00) * * * * *Dollars, has been paid in cash,*

*the receipt of which is hereby acknowledged, and for the remainder* FORTY-EIGHT THOUSAND * * *
* * * * * * * * * * * * * ($48,000.00) * * * * * * * * * * * ** *Dollars,*

RUDY C. BECTON and ALFRED P. CATE *have executed*

their joint and several promissory note, of even date herewith, in the principal sum of $48,000.00, payable to Reliance Mortgage & Realty Company, a Tennessee corporation, in monthly installments of $400.00 each, to be applied first to interest at 7½% per annum and then to the reduction of principal, beginning December 1, 1971, and continuing on the same day of each succeeding month until the total of principal and interest is paid.

*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,* RELIANCE MORTGAGE & REALTY COMPANY, a Tennessee corporation

*have this day bargained and sold, and do hereby transfer and convey unto the said* RUDY C. BECTON and ALFRED P. CATE, AS TENANTS IN COMMON,

their [redacted]*), heirs and assigns,*

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

Being Lots Nos. 14, 15, 16 and 17 on the Plan of Hillbrook Subdivision, Section VII, as of record in Book 3842, page 249, Register's Office for said County, described as follows:

Said Lot No. 14 fronts 70 feet on the westerly margin of Faulkner Drive and extends back 170.15 feet on the northerly line and 171.1 feet on the southerly line, to a dead line in the rear, measuring 70.25 feet.

Said Lot No. 15 fronts 70 feet on the westerly margin of Faulkner Drive and extends back 169.20 feet on the northerly line and 170.15 feet on the southerly line, to a dead line in the rear, measuring 70.25 feet.

Said Lot No. 16 fronts 70 feet on the westerly margin of Faulkner Drive and extends back 168.25 feet on the northerly line and 169.20 feet on the southerly line, to a dead line in the rear, measuring 70.25 feet.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $55,000.00

Subscribed and sworn to before me, this the 29th day of October 1971

My commission expires: July 23, 1974.
(Affix Seal)

Affiant

Notary Public

Said Lot No. 17 fronts 70 feet on the westerly margin of Faulkner Drive and extends back 167.3 feet on the northerly line and 168.25 feet on the southerly line, to a dead line in the rear, measuring 70.25 feet thereon.

Being the same property conveyed to Relaince Mortgage & Realty Company, a Tennessee corporation, by deed from H. S. Bouton, Trustee, as of record in Book 4436, page 802, said Register's Office.

This conveyance is made subject to restrictions of record in Book 4302, page 491, said Register's Office.

It is understood and agreed that, upon the payment of an additional $17,000.00 on the principal of the note secured hereby, the holders of the said note will make a release of Lot No. 15, Lot No. 16 or Lot No. 17; and that upon the payment of an additional $4,000.00, the holders of the said note will release Lot No. 14.

Helen Becton, wife of Rudy C. Becton, and Eunice N. Cate, wife of Alfred P. Cate, join in this instrument to subordinate any marital right that they may have including dower and homestead to the lien retained herein to secure said indebtedness.

Helen Becton
Helen Becton

Eunice N. Cate
Eunice N. Cate

This is improved (X) unimproved ( ) 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* Rudy C. Becton and Alfred P. Cate, [redacted], *heirs and assigns forever.* The undersigned it is *covenant that lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.*

The undersigned *further covenant and bind* itself, its, successors and assigns [redacted] *to warrant and forever defend the title to said real estate to said* Rudy C. Becton and Alfred P. Cate, 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* Rudy C. Becton and Alfred P. Cate *hereinafter referred to as trustors, hereby transfer and convey unto* Norman B. Moore, *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* 29th *day of* October, *1971.*

RELIANCE MORTGAGE & REALTY COMPANY
a Tennessee Corporation

BY: Felix Diamond, President

ATTEST:

Norman B. Moore, Secretary

Rudy C. Becton

Alfred P. Cate

STATE OF TENNESSEE
COUNTY OF DAVIDSON

*Personally appeared before me,* Reau E. Folk, Jr., *a Notary Public in and for said County and State,* Rudy C. Becton and Alfred P. Cate

*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, *this* 29th *day of* October, *1971.*

Reau E. Folk, Jr., *Notary Public*

*Commission expires* July 23, 1974

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STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Helen D. Scott, a Notary Public in and for said County and State, Helen Becton and Eunice N. Cate 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 Nashville, Tennessee this 23rd day of November, 19 71

Helen D. Scott Notary Public

Commission expires May 25, 1975

DEC-7- CONV 55,000.00
DEC-7- MORT 48,000.00
DEC-7- STAX A* 143.00
DEC-7- STAX A* 46.00
DEC-7- RECFEE A* .50
DEC-7- MISCEL A* 8.00 * 197.50

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, _____ Notary Public of the State and County aforesaid, personally appeared _____ with whom I am personally acquainted, and who upon oath, acknowledged _____ 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 TENNESSEE:
COUNTY OF HAMILTON:

Before me, Ruth B. Dodson, a Notary Public in and for the State and County aforesaid, personally appeared Felix Diamond and Norman B. Moore, with whom I am personally acquainted, and who upon oath acknowledged themselves to be the President and Secretary respectfully of Reliance Mortgage & Realty Company, a corporation, the bargainor, and that they, as such President and Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the said corporation by the said Felix Diamond as such President, and attesting the same by the said Norman B. Moore as such Secretary.

Witness my hand and official seal at Chattanooga, Tennessee, this the 29th day Of November 1971.

Ruth B. Dodson
Notary Public

My commission expires: April 7, 1975
Seal:

INSTALLMENT DEED
REF: mas

FROM
RELIANCE MORTGAGE & REALTY COMPANY

TO
RUDY C. BECTON AND ALFRED P. CATE

B 40368

IDENTIF. REFERENCE

DEC 7 9 33 AM '71

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

File Rear Jacket