Mailed to Coleman Realty
3610 Nolensville Rd
Nashville

INSTALLMENT DEED

This Instrument Prepared by:
BAILEY, EWING, DALE & CONNER, Attys.
709-20 Nashville Bank & Trust Building
Nashville, Tennessee 37201

FROM: ANDREW EWING, TRUSTEE
TO: ERNEST BARNES, JR. and
BILLIE PATTON BARNES

Address New Owner as Follows:	Send Tax Bills to:	Map-Parcel Nos.:
ERNEST BARNES, JR., and BILLIE PATTON BARNES 3207 LaGrange Drive Nashville, Tennessee	Same 3610 Nolensville Rd. Nashville, Tennessee 37211	Map 80-8 Par 161

BOOK 4577 PAGE 302 mr

FOR AND IN CONSIDERATION of the sum of Ten Thousand One Hundred Dollars ($10,100.00), of which Eight Hundred Ten Dollars ($810.00) has been paid in cash by Ernest Barnes, Jr., and wife, Billie Patton Barnes, who may hereinafter be referred to as "Grantees", the receipt of which sum is hereby acknowledged, and for the remainder, Nine Thousand Two Hundred Ninety Dollars ($9,290.00), the said Grantees have executed their joint and several promissory note, of even date herewith, payable to the order of Andrew Ewing, Trustee, in two hundred four (204) equal monthly installments of Seventy-Two Dollars and Seventy-Five Cents ($72.75) each, the first installment being due and payable on or before November 1, 1969, and thereafter on the first day of each succeeding month, and providing for additional charges in the event of delay in making payments on the due date, and providing for payment of attorney's fees, and all costs of collection, and to secure the payment of said indebtedness, principal, interest, and attorney's fees and collection costs, a lien is expressly retained on the land herein conveyed, I, Andrew Ewing, Trustee, who may be hereinafter referred to as "Grantor", acting pursuant to the powers conferred upon me by deed of record in Book 3375, page 108, Register's Office for Davidson County, Tennessee, to which reference is made, have this day bargained and sold, and do hereby transfer and convey unto the said Ernest Barnes, Jr., and wife, Billie Patton Barnes, certain real estate described as follows:

A tract of land in the 13th Civil District of Davidson County, Tennessee, being Lot No. 208, as shown on the Plan of Bordeaux Hills, Section Three, of record in Book 3600, page 34, Register's Office for said County. Said Lot No. 208 fronts 55.0 feet on the southwesterly side of LaGrange Drive, and runs back, between parallel lines, 125.0 feet to a line in the rear on which it measures 55.0 feet. Being part of the property which was conveyed to Andrew Ewing, Trustee, by deed of Wendoleen Hyde Chappell, and husband, E. D. Chappell, of record in Book 3375, page 108, Register's Office for said County.

The said property is conveyed expressly subject to the following:

1. Taxes for the year 1969, which have been prorated, and payment thereof is expressly assumed by the Grantees.

2. Restrictive Covenants of record in Book 3674, page 335, Register's Office for said County.

FEB17	CONV	10,100.00				
FEB17	MORTG	*9,290.00				
FEB17	STAX		A*	26.26		
FEB17	STAX		A*	7.30		
FEB17	PRTFEE		A*	.50		
FEB17	WDEED		A*	12.00	*	46.06

3. The Plan of Record in Book 3600, page 34, in said Register's Office, shows:

(a) an Owner's Certificate;

(b) a 30-foot minimum building set-back line along LaGrange Drive; and

(c) a drainage easement over all lands subject to flood, including Lot No. 208.

This is improved property known as 3207 LaGrange Drive, Nashville, Tennessee.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest, thereto belonging, to the said Grantees, their heirs and assigns forever. I covenant that I am 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 hereinabove provided.

I further covenant and bind my successors and assigns, to warrant and forever defend the title to the said real estate to the said Grantees, their heirs and assigns, against the lawful claims of all persons, insofar as I, as said Trustee, am authorized so to do, but no further or otherwise.

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, and/or the performance of the other obligations of Grantees, as they mature, and as hereinafter provided, and for the consideration of One Dollar ($1.00) paid in cash, receipt of which is hereby acknowledged, the said Grantees hereby transfer and convey unto Robert T. Coleman, 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:

Grantors 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 Nine Thousand Two Hundred Ninety Dollars ($9,290.00), or at least the maximum insurable value, until the indebtedness herein secured shall have been fully paid, and to have the loss, if any, made payable on the policy or policies, to the said Trustee, for the benefit of the lawful owner or holder of said indebtedness as his or its interest may appear.

Grantors 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 Grantees 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 amount so paid shall bear ten (10%) percent interest from the date of payment, and shall be and become a part of the indebtedness secured hereby.

At the option of the lawful owner and holder of the indebtedness herein secured, the undersigned agree to pay a delinquency charge in the amount of Three Dollars and Fifty-Cents ($3.50) with respect to any installment when not paid on or before the 15th day of the month in which the said installment payment be due, to cover the extra expense in handling the delinquent payments.

In addition to the agreement contained in said note, the undersigned Grantees, if demanded and required by the holder of said note, also agree to pay to the holder of said note, each month, one-twelfth (1/12th) of the estimated annual aggregate amount of state, county, and city taxes, and premiums for fire and extended coverage insurance, which they are required to pay as herein otherwise provided, and the holder of said note agrees to hold said funds so paid in trust, and to apply the same to the payment of taxes and insurance as the same become due; and the right of the holder of said note to declare a default and foreclosure shall apply equally to default in the payment of taxes and insurance premiums.

The lien of this instrument shall also be, and remain, secuirty for the payment of any extensions or renewals of the indebtedness secured hereby, and also for any additional sums of money which may become owing by Grantees to the Trustee, or to the lawful owners and holders of the indebtedness herein secured, at any time so long as this instrument shall remain in effect.

Grantor agrees that title to, and ownership of, the property hereinabove described and conveyed shall be and remain in the Grantees, subject only to the lien for which this instrument is security, provided, however, Grantees expressly agree that the title and ownership of the property hereinabove conveyed shall remain unchanged by any act of Grantees, except upon the written consent of the owner and holder of the indebtedness secured hereby, and they further agree that, if the property hereinabove described and conveyed should be transferred and conveyed by Grantees without the prior written consent of the holder of the indebtedness secured hereby, such holder of the indebtedness may, at his or its option, immediately declare its lien, and the indebtedness which the same secures, due and payable, and institute such proceedings, including foreclosure, in the manner, and upon the terms, hereinabove set out; and any failure to exercise the said option shall not constitute a waiver of the right to exercise the same at any other or subsequent date.

It is agreed that said Trustee, or his successors in trust, may, at any time after default in any payment required to be made by the terms and conditions of the above described note, or by the terms and conditions of the above-mentioned agreement to make montly payments, as each falls due respectively, enter and take possession of said property, and shall only account for net rents received by him.

If foreclosure proceedings of any second mortgage, or second trust deed or any junior lien of any kind, should be instituted, the owner and holder of the indebtedness herein secured may, at its option, immediately declare its lien, and the note which the same secures, due and payable, and start such proceedings as may be necessary to protect its interest in the premises.

In the event of loss or damage to the property herein conveyed, either by fire, windstorm, or any other cause, it is agreed that the amount of the loss or damage recoverable under said policy or policies of insurance shall be paid to the lawful owner and holder of the indebtedness hereby secured, and the said holder is hereby empowered, in the name of Grantees, or their assigns, to give a full acquittance for the amount paid, and such amount shall be credited upon the debt herein secured, and, should there be any excess over the amount then due and owing upon said indebtedness, such excess shall be paid to the Grantees, or their assigns.

Now, if Grantees 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, Grantees 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 Grantees, 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 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 the above named Trustee shall be vested in said successor.

The word "Grantees" when used herein shall apply to parties both singular and plural.

IN WITNESS WHEREOF, the parties to this instrument have signed their names, on this the 21st day of October, 1969.

Ernest Barnes Jr.
Ernest Barnes, Jr.

Billie Patton Barnes
Billie Patton Barnes

"GRANTEES"

Andrew Ewing, Trustee
Andrew Ewing, Trustee

"GRANTOR"

STATE OF TENNESSEE)
COUNTY OF DAVIDSON,)

The actual consideration or value, whichever is greater, for this transfer is $10,100.00.

Sam F. Coleman
Affiant

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

Robert B. Carter
Notary Public

My Comm. expires: Jan 29, 1973

B 4 8 8 5 1
IDENTIF. REFERENCE
FEB 17 9 45 AM '72
FELIX A. NELSON REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Robert B. Coats, a Notary Public in and for said County and State, Ernest Barnes, Jr. and Billie Patton Barnes, 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, on this the 21st day of Oct., 1969.

Robert B. Coats
Notary Public

My Commission Expires:
Jan 29, 1973

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Robert B. Coats, a Notary Public in and for said County and State, Andrew Ewing, Trustee, the within named bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

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