(This instrument was prepared by [illegible], Attorney at Law, 320 Gallatin Road, Madison, Tennessee 37115.)

Installment Deed

James A. Lesemann

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ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Leonard Carroll et ux	(same)	LW 00160
(NAME) 20820 Westhampton	(NAME)	
(STREET ADDRESS OR ROUTE NUMBER) Southfield, Michigan 48075	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of EIGHT THOUSAND AND NO/100 ---------- ($8,000.00) - Dollars, of which FIVE THOUSAND AND NO/100 ---------- ($5,000.00) Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder THREE THOUSAND AND NO/100 ---------- ($3,000.00) Dollars,

the grantees hereinafter named have executed their one joint promissory note of even date herewith payable to the order of C. S. Taylor and wife, Pruda D. Taylor, on or before twelve (12) months from date, plus interest at the rate of 6 % per annum;

AUG31 72	CONV	*8,000.00		
AUG31 72	MORT'G	*3,000.00		
AUG31 72	S'TAX		A*	20.80
AUG31 72	S'TAX		A*	1.00
AUG31 72	PR FEE		A*	.50
AUG31 72	C. S. TAYLOR AND WIFE, PRUDA D. TAYLOR		*	26.30

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, the said C. S. TAYLOR AND WIFE, PRUDA D. TAYLOR, hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto LEONARD CARROLL AND WIFE, MAE CARROLL, herein called the grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being a westerly part of the easterly part of Lot No. 17 on the Plan of Life and Casualty Insurance Company's Subdivision of the Dabbs & Elliott Property, known as Dupontonia, as of record in Book 843, page 56, Register's Office for said County, and described as follows:

Beginning at an iron stake in the northerly margin of Old Hickory Boulevard, same being the southwesterly corner of the property conveyed to C. S. Taylor and wife, by deed of record in Book 2083, page 257, Register's Office for said County; thence leaving said margin, North 41° 31' East 270 feet to an iron stake; thence North 48° 29' West 25 feet to an iron stake; thence North 41° 31' East 255 feet to an iron stake; thence South 48° 29' East 115 feet to an iron stake; thence South 41° 31' East 525 feet to an iron stake in the northerly margin of said Old Hickory Boulevard; thence with said margin, North 48° 29' West 90 feet to the beginning.

Being part of the same property conveyed to C. S. Taylor and wife, Pruda D. Taylor, by deed from John Andrew Cude, Jr. and wife, Vivian D. Cude, of record in Book 2083, page 257, said Register's Office.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ [illegible]

Subscribed and sworn to before me, this the 31 day of August 1972

C. S. Taylor
Affiant

My commission expires: [illegible] August 11, 1973 (Affix Seal)

Ted L. Ramsey
Notary Public

This is { } unimproved { } improved property, known as [illegible] Old Hickory Blvd., 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 grantees, their ~~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, except as stated herein. We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said grantees, their ~~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 grantees hereinafter referred to as Trustor, hereby transfer and convey unto Harlan Dodson, Jr., Trustee, his successors and assigns, the real estate hereinafter 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 ~~XXXXXXXXXXXXXXX~~ at least the maximum insurable value, until the indebtedness herein secured is fully paid, and to have the policy, or policies, with loss, if any, payable, as their interest may appear, to said trustee for the benefit of the lawful owner or holder of said indebtedness as his interest may appear.

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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 Registers 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.

Witness our *hand* S *this* 27th *day of* August, *19* 72, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Leonard Carroll (Leonard Carroll)

C. S. Taylor (C.S. Taylor)

Mae Carroll (Mae Carroll)

Pruda D. Taylor (Pruda D. Taylor)

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* C. S. Taylor and wife, Pruda D. Taylor,

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 Madison, *Tennessee, this* 31 *day of* August, *19* 72

My Commission Expires August 11, 1973

Paul S. Ramsay, *Notary Public*

Commission expires.....

MICHIGAN
STATE OF ~~TENNESSEE~~
COUNTY OF ~~DAVIDSON~~ Oakland acting in WAYNE CO.

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Leonard Carroll and wife, Mae Carroll,

the within named bargainor.....S, *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 [illegible], *Michigan, this* 2[illegible] *day of* August, *19* 72

R. E. COHN
Notary Public, Oakland County, Mich.
My Commission Expires April 27, 1976

Commission expires.....

RETURN TO: RAMSAY REALTY
P. O. BOX 262 MADISON, TENN. 37115

INSTALLMENT DEED

FROM
C. S. TAYLOR ET UX

TO
LEONARD CARROLL ET UX

B 73905

IDENTIF. REFERENCE

AUG 31 8 46 AM '72
FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

Compliments of
Madison Title Company
320 Gallatin Road
MADISON, TENNESSEE 37115
Representing
Chicago Title Insurance Company
CHICAGO, ILLINOIS