BOOK 4690 PAGE 406

INSTALLMENT DEED

ADDRESS NEW OWNERS AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
George Wm. Raynolds, Jo Anne Reynolds and Rosalie B. Thornton (Name)	Lee E. Putman (Name)	103-B 128
226 Lauderdale Rd. (Street Address or Route Number)	3310 Lebanon Rd. Bldg (Street Address)	
Nashville, Tennessee 37205 (City) (State) (Zip)	Hermitage, Tenn. 37076 (City) (State) (Zip)	

FOR AND IN CONSIDERATION of the sum of Thirty-one Thousand Two Hundred Sixty Dollars ($31,260.00), of which Ten Dollars ($10.00) has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder Thirty-one Thousand Two Hundred Fifty Dollars ($31,250.00), George Wm. Reynolds, Jo Anne Reynolds and Rosalie B. Thornton have executed nine (9) promissory notes of even date herewith;

Said note number 1 for Seventeen Thousand Dollars ($17,000.00) is payable in monthly installments of One Hundred Fifty-two Dollars and Eighty-one Cents ($152.81) per month, including interest at the rate of 7% per annum on the unpaid principal balance. The first payment of $152.81 is due and payable on May 1, 1973, and thereafter on or before the first day of each succeeding month until the entire 180 monthly installments have been paid in full;

Said notes numbers 2-7 for One Thousand Dollars ($1,000.00) each are payable annually commencing with note number 2 in the said series in the sum of One Thousand Dollars ($1,000.00) being due and payable on or before January 1, 1974, and on the first day of January each succeeding year thereafter until notes 2-7, inclusive, have been paid in full. No interest is to be charged on said six notes except in case of default, which interest will be 7%;

Said note number 8 for Five Thousand Dollars ($5,000.00) is payable in monthly installments of Seventy-seven Dollars and Nine Cents ($77.09). The first payment of $77.09 is due and payable on May 1, 1973, and thereafter on or before the first day of each succeeding month until the entire 96 monthly installments have been paid in full;

Said note number 9 for the balance of Three Thousand Two Hundred Fifty Dollars ($3,250.00) is payable in monthly installments of Fifty-five Dollars and Sixty-six Cents ($55.66). The first payment of $55.66 is due and payable on May 1, 1973, and thereafter on or before the first day of each succeeding month until the entire 84 monthly installments have been paid in full;

All payments are to be applied, first, to the payment of interest on the principal, or so much thereof that it shall from time to time remain unpaid and the balance to be applied to payment of principal until the entire amount is paid in full;

All of said notes are payable to Lee E. Putman;

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, Lee E. Putman and wife, Mary S. Putman, have this day bargained and sold, and do hereby transfer and convey unto the said George Wm. Reynolds, Jo Anne Reynolds and Rosalie B. Thornton as joint tenants,

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

> Being Lot No. 25 of Block "C" on the Plan of Cherokee Park, Second Section, as of record in Book 547, page 175 and 176, of the Register's Office for said County.

Said Lot No. 25 fronts 65 feet on the easterly side of Lauderdale Road, and runs back 216.03 feet on the northerly line and 197.90 feet on the southerly line to a dead line on which it measures 67 feet.

Being the same property conveyed to Lee E. Putman by installment deed from Jack Cohen and wife, Mary Gordon Cohen, as of record in Book 4667, page 922, said Register's Office.

Notwithstanding that the property conveyed hereunder is encumbered by a lien evidenced by an installment deed as of record in Book 4669, page 922, Register's Office for Davidson County, Tennessee, it is agreed that the Grantees have not become liable for and do not directly, indirectly, expressly, or impliedly become liable for, or assume, any indebtedness for or under said installment deed, or any obligation in connection therewith, by way of indemnity or otherwise, to the Grantor or the Mortgagee of said installment deed or to anyone else, for the principal, interest, or any other sums payable or to become payable under, or by reason of, the said mortgage or any obligations or undertakings in connection therewith.

Upon the full payment of the consideration herein, the Grantors, Lee E. Putman and wife, Mary S. Putman, will secure a release of the property herein conveyed from the lien as evidenced by said installment deed in Book 4667, page 922, Register's Office for Davidson County, Tennessee.

It is further agreed that Grantees, George Wm. Reynolds, Jo Anne Reynolds and Rosalie B. Thornton, will pay to Lee E. Putman and wife, Mary S. Putman, in monthly installments 1/12 of the total amount that is necessary to pay taxes and insurance on said property. Said payment at this time is Thirty-eight Dollars ($38.00) per month. First payment due and payable on or before May 1, 1973, and each month thereafter until the other consideration herein has been completely paid.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said George Wm. Reynolds, Jo Anne Reynolds and Rosalie B. Thornton

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 setout herein.

We further covenant and bind ourselves and our heirs and representatives, to warrant and forever defend the title to said real estate to said George Wm. Reynolds, Jo Anne Reynolds and Rosalie B. Thornton their 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 George Wm. Reynolds, Jo Anne Reynolds and Rosalie B. Thornton hereinafter referred to as trustors, hereby transfer and convey unto W. E. Weems, II, 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 $31,300.00, 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 7 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 promply at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insure, 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, 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 an- 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 whcich 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 so on this the 16th day of March, 1973.

Lee E. Putnam

x Mary S. Putnam

George Wm. Reynolds

Jane Reynolds

Roselle B. Thornton

This is improved property, known as 226 Lauderdale, Nashville, Tennessee.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, W. E. Weems, II, a Notary Public in and for said County and State, Lee E. Putman, Mary S. Putman, George Wm. Reynolds. Jo Anne Reynolds and Rosalie B. Thornton, the within named bargainors, with whom I am personally acquainted and who acknowledged that they executed the with instrument for the purposes therein contained.

Witness my hand and official seal at Hermitage, Tennessee, this 16th day of March, 1973.

W E Weems II
Notary Public

Commission expires February 5, 1977.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is $31,300.00.

Lee E Putman
Affiant

Subscribed and sworn to before me, this the 16 March, 1973.

W E Weems II
Notary Public

My commission expires February5, 1977.

THIS INSTRUMENT PREPARED BY W.E. WEEMS, II
3310 LEBANON ROAD HERMITAGE, TENNESSEE 37076

B 9 8 8 9 1

IDENTIF. REFERENCE

MAR 20 12 56 PM '73

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

MAR 20 73	CONV	31,300.00			
MAR 20 73	MORT'G	31,250.00			
MAR 20 73	S'TAX		A*	81.38	
MAR 20 73	S'TAX		A*	29.20	
MAR 20 73	PR'FEE		A*	.50	
MAR 20 73	W'DEED		A*	8.00	* 119.08