Installment Deed

BOOK 4736 PAGE 752

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Everett M. Rucker	Everett M. Rucker	Map 161
(NAME:)	(NAME:)	
633 Nocturne Drive	633 Nocturne Drive	pt par 65
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tenn.	Nashville, Tenn.	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of

Seven Thousand six Hundred Sixteen ($7,616.00) - - *Dollars,*

of which Fifteen Hundred ($1,500.00)

- - - - - - - - *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder

Six Thousand One Hundred Sixteen ($6,116.00) and no/- - *Dollars,*

Everett M. Rucker and wife Martha P. Rucker

have executed

Their promissory note of even date herewith for $6,116.00 payable to the order of Andrew Lee Rucker and wife, Virginia Garrett Rucker in three installments of $1,500.00 each, the first installment falling due September 20, 1973, the second installment falling due September 20, 1974 and the third installment falling due September 20, 1975 and one installment in the amount of $1,616.00 falling due September 20, 1976, said notes bearing no interest.

This instrument was prepared by James R. Wyatt, 100 39th. Ave. No. Nashville, Tenn.

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, Andrew Lee Rucker and wife Virginia Garrett Rucker

have this day bargained and sold, and do hereby transfer and convey unto the said

Everett M. Rucker and wife Martha P. Rucker

their *(successors), heirs and assigns,*

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

Land in the 6th Civil District of said County and State, described according to a survey by George M. Watkins, Surveyor, dated December 9, 1972 and revised on February 24, 1973 and more particularly described as follows:
Beginning at a point in the center line of Old Hickory Blvd., said point being the southeasterly corner of Tract No. 2 of the property conveyed to Dr. William Joseph Rucker and wife, by deed from James Everett Rucker, etal of record in book 1163, page 680, Register's Office of Davidson County, Tennessee; thence with the center line of Old Hickory Blvd. south 80 degrees east 156.7 feet to an existing iron pin, said iron pin being the point of intersection of the center line of Old Hickory Blvd. and the center line of a certain lane, extended; thence leaving the said center line of Old Hickory Blvd. and with the center line of said Lane extended, north 81 degrees, 21' east 79.9 feet to THE TRUE POINT OF BEGINNING; thence continuing with the center line of said lane the following courses and distances; north 81 degrees 21' east 220.1 feet to an iron pin, north 73 degrees 09' east 186.1 feet to a spike, north 67 degrees 20' east 86 feet to a spike, north 53 degrees 22' east 33.6 feet to a spike, north 37 degrees 40' east 30 feet to a spike, and north 22 degrees 21' east 75.5 feet to a spike; thence leaving the center line of said Lane and passing through a set iron pin north 83 degrees 00' west 486.7 feet to an iron pin; thence south 13 degrees 45' west 295.1 feet to a point on the northwesterly margin of the Lane previously mentioned; thence leaving said northwesterly margin south 8 degrees 39' east 10 feet to THE TRUE POINT OF BEGINNING, containing 2.33 acres more or less.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 7,616.00

Subscribed and sworn to before me, this the [illegible] day of August, 19[illegible]

Affiant

My commission expires: [illegible]

Notary Public

Being part of the property conveyed to Andrew Lee Rucker and wife Virginia Garrett Rucker, by deed from James Everett Rucker, etal of record in book 1236, page 696, said Register's Office.

unimproved (X)
This is improved ( ) property, known as Old Hickory Blvd. Nashville, Tenn.
(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 Everett M. Rucker and wife Martha P. Rucker 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.*

We *further covenant and bind* ourselves our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Everett M. Rucker and wife Martha P. Rucker 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 Everett M. Rucker and wife Martha P. Rucker *hereinafter referred to as trustors, hereby transfer and convey unto* J. Douglas Williams, *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.

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 9th day of August, *19* 73

Andrew Lee Rucker

Virginia Garrett Rucker

Everett M. Rucker

Martha P. Rucker

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, EUGENE R. WILLIAMS, *a Notary Public in and for said County and State,* Andrew Lee Rucker and wife Virginia Garrett Rucker and Everett M. Rucker and wife Martha P. Rucker

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, *Tennessee this* 9th *day of* August, *19* 73

Commission expires FEB. 4 1975

Eugene R. Williams
Notary Public

STATE OF.....
COUNTY OF.....

Personally appeared before me, ..., *a Notary Public in and for said County and State,* .....
.....
the within named bargainor....., *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.....,
this.....*day of*....., *19*.....

.....*Notary Public*

Commission expires.....

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.....

AUG 13 73	CONV	*7,616.00				
AUG 13 73	MORT'G	*6,116.00				
AUG 13 73	S'TAX		A*	19.76		
AUG 13 73	S'TAX		A*	4.10		
AUG 13 73	PR'FEE		A*	.50		
AUG 13 73	W'DEED		A*	8.00	*	32.36

INSTALLMENT DEED

FROM
Andrew Lee Rucker, etux

TO
Everett W. Rucker, etux

C 1 9 3 2 9

IDENTIF. REFERENCE

AUG 13 3 43 PM '73

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TENN.

Compliments of
GUARANTY TITLE
Office of
CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE