This Instrument Was Prepared by

Installment Deed

Danny W. Pedigo

Of The Law Firm Pedigo & Saindon

Stahlman Building, Nashville, Tennessee

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP NUMBER
Michael Connor Juden et ux	SAME	104-5-172
(NAME:)	(NAME:)	
3706 Princeton Avenue	BOOK 4741 PAGE 25	
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Fourteen Thousand Five Hundred and no/100---------- ($14,500.00) ---------- *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 Nine Thousand Five Hundred and no/100---------- ($9,500.00) ---------- *Dollars,*

Michael Connor Juden and wife, Thera Kay Juden *have executed*

their promissory note of even date herewith in the amount of $9,500.00 payable to the order of Thera Mae Montgomery in monthly installments of $60.00 each, bearing no interest, with the first installment falling due September 20, 1973 and the other on the same day of each month therafter until said note is paid in full, with privilege of prepayment in part or in full, without penalty, at any time preserved by the grantee herein.

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, I, Thera Mae Montgomery

have this day bargained and sold, and do hereby transfer and convey unto the said Michael Connor Juden and wife, Thera Kay Juden, their

(successors), heirs and assigns,

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

Being the easterly 25 feet front and 25 feet rear of Lot No. 4 and the westerly 30 feet front and 20 feet rear of Lot No. 5 on the Map of J. D. Torrey's subdivision of Lots Nos. 411 and 503 of Richland Realty Company's Division "C" as of record in Book 421, page 186, of the Register's Office for said County, and described as follows:

Beginning at a point in the northerly margin of Princeton Avenue 25 feet east of the common corner of lots Nos. 3 and 4 of said Subdivision; thence northerly 135 feet, more or less to a point in the southerly margin of an alley 20 feet east of the common corner of Lots Nos. 3 and 4; thence easterly with the southerly margin of said alley 45 feet to a point 25 feet west of the northeast corner of Lot No. 5 of said Subdivision; thence southerly 94 feet, more or less to a point in the northerly margin of Princeton Avenue 20 feet west of the southeast corner of Lot No. 5; thence with the northerly margin of Princeton Avenue 55 feet more or less to the point of beginning.

Being the same property conveyed to Claude E. Montgomery and wife, Thera Mae Montgomery, by deed from Claude M. Wilkerson and wife, Minnie Lee Wilkerson, as of record in Book 1636, page 353, Register's Office for Davidson County, Tennessee, the said Claude E. Montgomery having since died.

NOTARY PUBLIC

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 14,500.00

Subscribed and sworn to before me, this the 24th day of August 1973

Affiant

My commission expires: 4/25/76 (Affix Seal)

Notary Public

AUG27	CONV	14,500.00				
AUG27	MORT'G	*9,500.00				
AUG27	S'TAX		A*	37.70		
AUG27	S'TAX		A*	7.50		
AUG27	PR'FEE		A*	.50		
AUG27	W'DEED		A*	6.00	*	51.70

This is improved (X) unimproved ( ) property, known as 3706 Princeton Avenue Nashville, 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 Michael Connor Juden and wife, Thera Kay Juden, their *(successors), 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.*

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Michael Connor Juden and wife, Thera Kay Juden, 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 Michael Connor Juden and wife, Thera Kay Juden *hereinafter referred to as trustors, hereby transfer and convey unto* Raymond H. Darrow, *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.

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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 24th *day of* August, *19* 73

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IDENTIF. REFERENCE

AUG 27 10 17 AM '73
FELIX Z. ... JOINT ...
DAVIDSON COUNTY, TENN.

Thera Mae Montgomery

Michael Connor Juden

Thera Kay Juden

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Mary Ensey, *a Notary Public in and for said County and State,* Thera Mae Montgomery and Michael Connor Juden and wife, Thera Kay Juden

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* 24th *day of* August, *19* 73

Mary Ensey *Notary Public*

Commission expires 4/25/76