Prepared by: Nancy K. Corley
P.O. Box #2829
Nashville, Tennessee

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
M/M Paul David Judd		53-3
(NAME)	(NAME) BOOK 4813 PAGE 763	Part 396
1700 Turner Street	same	
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Old Hickory, Tennessee		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Twelve Thousand and no/100's ($12,000.00) *Dollars,*

of which Five Hundred Eighty-Four and 34/100's ($584.34) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder of Eleven Thousand, Four Hundred Fifteen and 66/100's ($11,415.66) *Dollars,*

The Grantees, Paul David Judd and wife Cheryl Beth LaBar Judd *have executed*

a junior installment deed note of even date payable to the order of Martha Melvina Judd, now Strickland, in the original principal sum of $9,421.35 and in addition thereto have assumed and hereby agree to pay the unpaid indebtedness on a first deed of trust note executed April 8, 1963, by the grantor, payable to the order of Fred S. Ramsay, secured by a deed of trust of record in the Register's Office of Davidson County, Tennessee, Book 3565, Page 51.

~~and proceeding for payment of the amount of said indebtedness, principal, interest and~~

~~attorney's fees, which is secured and the land herein conveyed.~~ I, the GRANTOR, Martha Melvina C. Judd, now Strickland

~~has~~ does *hereby bargained and sold, and ~~do~~ hereby transfer and convey unto the said* GRANTEES, Paul David Judd and wife Cheryl Beth LaBar Judd and their *(successors), heirs and assigns,*

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

Being Lot No. 8 on the revised Plan of Section E, Plan of Village of Old Hickory, as shown on Plan of record in Book 1424, page 132, Register's Office for said County as follows:

Beginning at a point on the westerly margin of Turner Street at the common corner of Lots 8 and 9; thence with margin of said Street northerly 79 feet to the beginning of a curve; thence around said curve northwesterly 15.7 feet to a point on the southerly margin of 17th Street; thence with margin of said Street westerly 141.1 feet to the common corner of Lots 8 and 25; thence with a line between lots 8 and Lots 25 and 26, southerly 89 feet to the common corner of Lots 8 and 9; thence with the line between said lots easterly 151.1 feet to the beginning.

Being the same property conveyed to Martha Melvina C. Judd, now Strickland, by deed from Fred S. Ramsay and wife, Daisye S. Ramsay, of record in Book 3535, Page 469, Register's Office for said County.

This conveyance is made subject to restrictive covenants as of record in Book 2019, Page 235, and Book 2435, Page 106, Register's Office for Davidson County, Tennessee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 12,000.00

Subscribed and sworn to before me, this the 7th day of May, 19 74

Affiant

My commission expires: 4-26-75 (Affix Seal)

Notary Public

RICHARD CORLEY, JR. NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

This is improved (X) unimproved ( ) property, known as 1700 Turner Street (House Number) (Street) Old Hickory, P. O. Address: Tennessee (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said GRANTEES, Paul David Judd, and wife, Cheryl Beth LaBar Judd, and their *(successors), heirs and assigns forever.* I do *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 for taxes for 1974 which have been assumed by the GRANTEES and for the aforemention deed of trust assumed by the GRANTEES

I do *further covenant and bind* myself and my *heirs and representatives, to warrant and forever defend the title to said real estate to said* GRANTEES, Paul David Judd and wife Cheryl Beth LaBar Judd and 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 Paul David Judd and wife, Cheryl Beth LaBar Judd *hereinafter referred to as trustors, hereby transfer and convey unto* Nancy Krider Corley, *Trustee,* her *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 her *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 her *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* her *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* her. *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* May, *19* 74.

Martha Melvina C. Judd Strickland
Martha Melvina C. Judd, Strickland

Paul David Judd
Paul David Judd

Cheryl Beth LaBar Judd
Cheryl Beth LaBar Judd

E. RICHARD CORLEY, JR. NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, E. Richard Corley, Jr., *a Notary Public in and for said County and State,* Martha Melvina C. Judd, Strickland, Paul David Judd, and Cheryl Beth LaBar Judd

*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* 9th *day of* May, *19* 74.

E. Richard Corley, Jr. *Notary Public*

Commission expires 4/26/75

FORM 1004 HESSEY REV. 3/69/10

STATE OF.....

COUNTY OF.....

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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.....

INSTALLMENT DEED

FROM

MARTHA MELVINA JUDD STRICKLAND

TO

PAUL DAVID JUDD AND WIFE

CHERYL BETH LABAR JUDD

C 5 3 5 2 0

IDENTIF. REFERENCE

MAY 9 12 46 PM '74

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Compliments of

Madison Title Company

320 Gallatin Road

MADISON, TENNESSEE 37115

Representing

Chicago Title Insurance Company

CHICAGO, ILLINOIS

MAY-9-74	CONV	12,000.00			
MAY-9-74	MORT'G	*9,421.35			
MAY-9-74	S'TAX		A*	31.20	
MAY-9-74	S'TAX		A*	7.40	
MAY-9-74	PR'FEE		A*	.50	
MAY-9-74	W'DEED		A*	8.00	* 47.10