Installment Deed

BOOK 4837 PAGE 106

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Douglas Elmer Duke, et ux.	DOUGLAS E DUKE	49 164
(NAME:) 552 GREEN LANE	(NAME:) 552 GREEN LANE	
(STREET ADDRESS OR ROUTE NUMBER) NASHVILLE TN. 37189	(STREET ADDRESS) WHITES CREEK TN 37189	12D 83070
(CITY) WHITES CREEK (ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Fourteen Thousand and no/100 ($14,000.00) ---------- *Dollars,*
of which Three Thousand and no/100 ($3,000.00) ---------- *Dollars, has been paid in cash,*
the receipt of which is hereby acknowledged, and for the remainder Eleven Thousand and no/100 ($11,000.00) ---------- *Dollars,*

Douglas Elmer Duke and wife, Mary Elizabeth Duke *have executed*

their installment deed note in the amount of Eleven Thousand and no/100 ($11,000.00) Dollars, bearing nine (9%) interest per annum, payable in installments of $125.00 each beginning August 15, 1974

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, Douglas Elmer Duke and wife, Mary Elizabeth Duke

have this day bargained and sold, and do hereby transfer and convey unto the said Wayne Epperly and wife, Ruth S. Epperly, their *heirs and assigns,*
certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being a small tract of land in the 12th Civil District of Davidson County, Tennessee, being part of a tract of 191.6 acres, conveyed to J. A. Williams, Jr. by two deeds of record in Book 587, page 3, and Book 576, page 527, Register's Office for said County, and described according to a copy of a survey made March 7, 1942 by Z. J. Wilkinson, Surveyor, as follows:

Beginning at a point in the center line of Greens Lane, 1215 feet easterly from the center line of Whites Creek Pike, as measured along the center line of said Greens Lane; thence North 12° 20' West 600 feet to a point; thence North 77° 30' East 100 feet; thence South 12° 30' East 600 feet to the center line of Greens Lane; thence with the center line of Greens Lane, south 77° 30' West 100 feet to the point of beginning.

Being the same property conveyed to Wayne Epperly and wife, Ruth S. Epperly by deed from Nashville City Bank and Trust Co., of record in Book 4812, page 737, 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 $14,000.00

Subscribed and sworn to before me, this the 19th day of July 1974

Douglas Elmer Duke
Affiant

My commission expires: 7-21-75
(Affix Seal)

Notary Public

This is improved (unimproved) property, known as Greens Lane, 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 Douglas Elmer Duke and wife, Mary Elizabeth Duke, their *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* Douglas Elmer Duke and wife, Mary Elizabeth Duke 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 Douglas Elmer Duke and wife, Mary Elizabeth Duke *hereinafter referred to as trustors, hereby transfer and convey unto* Carl Hutson, *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.

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 O.U.R. *hand* S *this* 19TH *day of* July, *19*74 *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Mary Elizabeth Duke — Wayne Epperly

Douglas Elmer Duke — Ruth S. Epperly

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, [illegible], *a Notary Public in and for said County and State,* Wayne Epperly and wife, Ruth S. Epperly Douglas Elmer Duke and Mary Elizabeth Duke

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* 19TH *day of* July, *19*74

Wayne Kirk
Notary Public

NOTARY PUBLIC STATE OF TENNESSEE

Commission expires 7-29-75

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*.....

JUL23 CONV 11,000.00
JUL23 MORTG 11,000.00
JUL23 S'TAX A* 36.40
JUL27 S'TAX A* 9.00
JUL23 PR'FEE A* .50
JUL23 W'DEED A* 4.00 * 49.90

Notary Public

Commission expires .....

INSTALLMENT DEED

FROM
WAYNE EPPERLY, ET UX.

TO
DOUGLAS ELMER DUKE, ET UX.

C 64307

IDENTIFICATION REFERENCE

JUL 23 2 12 PM '74

FELIX Z. ROBINSON II REGISTER
DAVIDSON COUNTY, TENN.

This instrument prepared by

KIRK C. WAITE
Professional Corporation
3250 Dickerson Road
Nashville, Tennessee 37207

Compliments of
Chicago Title
Insurance Company
American Trust Bldg.—S. W. Corner
Third & Union
NASHVILLE, TENNESSEE 37201