Installment Deed

27W-22270
27W-22385

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Jerry L. Teal	Same	27W-21845
(NAME) Rt #8 Box 159B	(NAME)	20W-32005
(STREET ADDRESS OR ROUTE NUMBER) Antioch Tenn 37013	(STREET ADDRESS) BOOK 4880 PAGE 990	20W-32010
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	20W-29380 20W-29725

FOR AND IN CONSIDERATION of the sum of FIFTH THOUSAND AND NO/100 ($50,000.00)

---*Dollars,*

of which FOUR THOUSAND FIVE HUNDRED AND NO/100 ($4,500.00)----------

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

the receipt of which is hereby acknowledged, and for the remainder FORTY-FIVE THOUSAND FIVE HUNDRED AND NO/100 ($45,500.00)----------*Dollars,*

Jerry L. Teal and wife, Sandra L. Teal, *have executed* an installment deed note in the principal amount of $45,500.00 payable to the order of Walter F. J. Scott and wife, Sallie B. Scott. Said note being payable in 216 equal monthly installments of $398.12 each, with the first installment being due and payable February 15, 1975, and thereafter on the same date of each succeeding month a like amount is due and payable until the entire amount, both principal and interest, has been paid in full. Said note bears interest at the rate of 8% per annum and interest is included in said payments.

This Instrument Was Prepared By:
Alvey W. Pedigo
Of The Law Firm Pedigo & Saindon
Stahlman Building: Nashville, Tennessee

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,

Walter F. J. Scott and wife, Sallie B. Scott,

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

Jerry L. Teal and wife, Sandra L. Teal, their ~~XXXXX~~ *(successors), heirs and assigns,*

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

TRACT I: Land in Davidson County, Tennessee, being Lot No. 70 in Thornby Place as of record in Book 332, page 3, Register's Office for said County.

Said Lot No. 70 fronts 50 feet on the north side of Sharp Avenue, formerly Osage Avenue, and runs back between parallel lines 150 feet to an alley.

Being the same property conveyed to Walter Scott by deed from Jno. B. Cobb, Clerk of the County Court, as of record in Book 2744, page 615, said Register's Office.

Tract II: Land in Davidson County, Tennessee, being Lot No. 73 on the Map of Thornby Place as of record in Book 332, page 3, Register's Office for said County.

Said Lot No. 73 fronts 50 feet on the northerly side of Sharp Avenue, formerly Osage Avenue, and runs back between parallel lines 145 feet to an alley.

Being part of the same property conveyed to Walter Scott by deed from W. E. Buist and wife, Ethel Buist, as of record in Book 2149, page 12, Register's Office for said County.

Continued.....

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 50,000.00

Affiant

Subscribed and sworn to before me, this the 10 day of Jan 1975

Notary Public

My commission expires: 11-10-75
(Affix Seal)

TRACT III: Land in Davidson County, Tennessee, being Lot No. 78 on the Map of Thornby Place as of record in Book 332, page 3, Register's Office for said County.

Said Lot No. 78 fronts 50 feet on the southerly side of Sharp Avenue, formerly Osage Avenue, and runs back between parallel lines 147 feet to an alley.

Being part of the property conveyed to Walter Scott by deed from W. E. Buist and wife, Ethel Buist as of record in Book 2149, page 12, Registers Office for said County.

TRACT IV: Land in Davidson County, Tennessee, and being the easterly 55 feet of the westerly 105 feet of Lots Nos. 102, 103 and 104 on the Plan of Oakwood Park as of record in Book 421, page 12, Register's Office for said County.

Said part of Lots Nos. 102, 103 and 104 fronts 55 feet on the southerly side of Mile End Avenue, formerly Douglas Avenue, and runs back 85.5 feet more or less on the westerly line and 88 feet more or less on the easterly line to the northerly line of Lot 105 measuring 55 feet thereon.

Being the same property conveyed to Walter F. J. Scott and wife, Sallie B. Scott by deed from Mrs. Elsie Allen Just as of record in Book 3707, page 330, Register's Office for said County.

TRACT V: Land in Davidson County, Tennessee, being the easterly 60 feet of Lots Nos. 102, 103 and 104 on the Plan of Oakwood Park as of record in Book 421, page 12, Register's Office for said County, according to a survey made by S. R. Sanford, Jr., Civil Engineer, said part of Lots Nos. 102, 103 and 104 fronts 60 feet on the southerly side of Mile End Avenue, formerly Douglas Avenue,and runs back 85.5 feet on the westerly line and 88.5 feet on the easterly line with the westerly margin of North 6th Street to the northerly line of Lot 105 measuring 60 feet thereon.

Being the same property conveyed to Walter F. Scott and wife, Sallie B. Scott by deed from Charlie L. Jones and wife, Virgie Thorn Jones as of record in Book 3183, page 438, Register's Office for said County.

TRACT VI: Land in Davidson County, Tennessee, being Lot No. 105 and the north half of Lot 106 on the Map of Oakwood Park as of record in Book 421, page 12, Register's Office for said County.

Said Lot Nos. 105 and part of Lot 106 adjoin and front together 45 feet on the westerly side of North 6th Street and runs back between parallel lines 165 feet to an alley.

Being the same property conveyed to Walter F. Scott by deed from Ike Pardue Shores and wife, Bessie Catherine Shores as of record in Book 3248, page 441, Register's Office for said County.

TRACT VII: Land in Davidson County, Tennessee, being the southerly half of Lot No. 20 on the Map of A. W. Wills Subdivision of the McFerrin Lands as of record in Book 57, page 82, Register's Office for said County.

Said part of Lot No. 20 fronts 37.2 feet on the easterly side at-North 6th Street and runs back between parallel lines 165 feet to an alley.

Being the same property conveyed to Walter Scott and wife, Sallie B. Scott by deed from Turner Copeland and wife, Grace S. Copeland as of record in Book 3181, page 523, Register's Office for said County.

The said Walter F. J. Scott and Walter Scott and Walter F. Scott is one and the same person.

JAN 13 75	CONV	50,000.00			
JAN 13 75	MORT'G	45,500.00			
JAN 13 75	S'TAX		A* 130.00		
JAN 13 75	S'TAX		A* 43.50		
JAN 13 75	PR'FEE		A* .50		
JAN 13 75	W'DEED		A* 8.00	*	182.00

unimproved ( )
This is improved ( ) property, known as ..... (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 Jerry L. Teal and wife, Sandra L. Teal *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* Jerry L. Teal and wife, Sandra L. Teal, 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 Jerry L. Teal and wife, Sandra L. Teal *hereinafter referred to as trustors, hereby transfer and convey unto* Dewey Pedigo, Jr., *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.

BOOK 4880 PAGE 993

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 10 *day of* January, *19*75.

C84121

RECEIVED FOR REFERENCE
JAN 13 10 04 AM '75
REGISTER
DAVIDSON COUNTY, TENN.

Walter F. J. Scott
Sallie B. Scott
Jerry L. Teal
Sandra L. Teal

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Dewey W. Pedigo, *a Notary Public in and for said County and State,* Walter F. J. Scott and wife, Sallie B. Scott, and Jerry L. Teal and wife, Sandra L. Teal, *the within named bargainors, 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* 10 *day of* January, *19*75

Dewey W. Pedigo
Notary Public

Commission expires 11-12-78

NOTARY PUBLIC STATE OF TENNESSEE