ADDRESS NEW OWNER(S) AS FOLLOWS:
Mrs. Norma B. de Tapia
(NAME)
Insurgentes Sur 403-1 Piso
(STREET ADDRESS OR ROUTE NUMBER)
Mexico, 11, D. F.
(CITY) (P. O. ZONE) (STATE)

SEND TAX BILLS TO:
Same as new owner
(NAME)
3210 Acklen Avenue
(STREET ADDRESS)
Nashville, Tenn. 37212
(CITY) (ZONE) (STATE)

MAP-PARCEL NUMBERS:
104-6-225

PREPARED BY
C. H. BRILEY, JR., ATTORNEY
~~SUITE 111, PARKWAY TOWERS~~
NASHVILLE, TENNESSEE 37219

INSTALLMENT DEED

FOR AND IN CONSIDERATION OF the sum of TWENTY THREE THOUSAND FIVE HUNDRED & NO/100 DOLLARS

of which $ 11,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees

has executed her, one promissory note of even date herewith, for the sum of $12,500.00 payable to the GRANTORS herein, at $140.50 per month. Said payments begin September 15, 1975 and all subsequent payments due the 15th day of each month including interest at 8-3/4% per annum for a period of 12 years, and are to be applied first to payment of interest on the principal sum, or so much thereof as shall from time to time remain unpaid, and the balance to be applied to payment of principal, until the entire amount is paid in full.

| | | | | |
|---|---|---|---|---|
| SEP 15 75 | CONV | 23,500.00 | | |
| SEP 15 75 | MORT'G | 12,500.00 | | |
| SEP 15 75 | S'TAX | | A* | 61.10 |
| SEP 15 75 | S'TAX | | A* | 10.50 |
| SEP 15 75 | PR'FEE | | A* | .50 |
| | | | A* | 4.00 |
| | | | A | 76.10 |

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed. R/DEED

Kenneth Michael Ballew and wife, Mary Lezette Ballew

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

Norma B. de Tapia
herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being part of Lot No. 91 on the unrecorded Map of Dr. R. W. Grizzard's Subdivision of a part of the Bosley Tract.
BEGINNING at a point in the northerly margin of Orient Circle, now Acklen Avenue, at the corner of Lots 91 and 92; thence with the line between said lots, northerly 150 feet to a point in the margin of Love Circle at the intersection of the south line of an alley; thence along the south margin of said alley, easterly 50 feet to a point 10 feet west of the corner of Lots 90 and 91; thence southerly 150 feet, more or less, to the north margin of Acklen Avenue or Orient Circle, at the common corner of Lots 90 and 91; thence with the margin of said Avenue 60 feet to the beginning.

Being property devised to Kenneth Michael Ballew, as devisee under the Will of Daisy B. Ballew, deceased, of record in Will Book 110, page 25, Probate Court of Davidson County, Tennessee.

This is improved ( ) unimproved ( ) property known as 3210 Acklen Avenue Nashville, Tennessee
(House Number) (Street) (P. O. Address:) (City or Town) (Postal Zone)

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their heirs and assigns forever. We convenant 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 the said real estate to said grantees, 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 notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, we, the said grantees herein do hereby transfer and convey unto Truman S. Wrenne Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances estate, title and interest thereto belonging, for the purposes aforesaid, only. We, the said grantees do hereby 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 at least the sum of $insurable value until the notes herein secured are 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 and holder of said notes, as his interest may appear. We further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case we fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment. Now, if we, the said grantees, shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if we fail to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; we fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said notes, or any of said notes then past due and unpaid, all remaining unpaid notes shall become due and payable at once, without notice, and the said Trustee, or his successor in trust, conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said notes, or any of said notes then past 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 conveyance. We agree that the Trustee, may at any time, after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. We further agree 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 advise 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 notes 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 the grantees herein, their heirs, 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 lien notes, or, if more than one, then of the first-maturing unpaid note, 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 said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Said trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

IN WITNESS WHEREOF, we, the said grantors and grantees, have hereunto set our hands this the 15th day of August 1975

Kenneth Michael Ballew
Kenneth Michael Ballew

Norma B. de Tapia
Norma B. de Tapia

Mary Lezette Ballew
Mary Lezette Ballew

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 23,500.00

Affiant

Subscribed and sworn to before me, this the 12th day of Sept, 1975

My commission expires April 26, 1978
(Affix Seal)

Notary Public

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, L. D. Richards, a Notary Public in and for said County and State, the within named Kenneth Michael Ballew and wife, Mary Lezette Ballew, the 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 12th day of Sept, 1975

Commission Expires April 26, 1978

Notary Public.

United Mexican States
Federal District
City of Mexico
Embassy of the United
States of America

Before me, Barbara Hemingway, American Vice Consul, United States of America at Mexico City, personally appeared Norma B. de Tapia, with whom I am personally acquainted, and who, upon oath, acknowledged she executed the foregoing instrument for the purpose therein contained.

Witness my hand and seal, at office in Mexico City, this 26th day of August, 1975.

American Vice Consul

Barbara Hemingway
American Vice Consul

INSTALLMENT DEED

FROM
Norma B. de Tapia

TO
Truman S. Wrenne, Trustee

D 15660

IDENTIF. REFERENCE

SEP 15 3 51 PM '75

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TENN.

FILE TENNESSEE TITLE CO.

Published by
Tennessee Title
Office of
Pioneer National Title Insurance Company
Suite 2114 — Parkway Towers
404 James Robertson Parkway
NASHVILLE, TENNESSEE 37219
Phone 259-2290

FORM NO. 1005-HESSEY 4-1-73