This instrument prepared by H.E. Collins,Atty.,802-51stAve.N.,Nashville,TN
Address New Owner: Earl Milligan, et ux, 6119 Robertson Road, Nashville, TN37209
Tax bills to: Same

BOOK 4962 PAGE 876 91-90

58-102 Sal

INSTALLMENT DEED

For and in Consideration of the sum of Twenty-Eight Thousand ($28,000.00) Dollars,

of which Five Thousand ($5,000.00) Dollars,

has been paid in cash by Earl Milligan and wife, Joyce Milligan

the receipt of which is hereby acknowledged, and for the remainder

Twenty-Three Thousand ($23,000.00) Dollars,

the said Earl Milligan and wife, Joyce Milligan ha ve

this date executed their joint promissory note payable to Grantors in the principal amount of Twenty-Three Thousand ($23,000.00) Dollars payable in 120 monthly installments with the first payment in the amount of $294.48 being owing and due on the _____ day of _____, 1975, and a like payment due on the same date of each succeeding month thereafter until paid in full. This note bears interest at the rate of 9 1/4 % per annum with the monthly installments being first applied to the reduction of principal and then to interest.

nine and 1/4

all of said notes bearing ~~six~~ per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, we, H. C. Duke, Elizabeth O. Duke, A. W. Duke and Nancy C. Duke

have this day bargained and sold, and do hereby transfer and convey unto the said Earl Milligan and wife, Joyce Milligan, their heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows: TRACT NO. 1: Land in Davidson County, Tennessee, being part of lots Nos. 21 and 22, on the Plat of L. M. Nall's Subdivision of Lots 18,19 and 20,of the B.F. Cockrill Land, as of record in Book 421, page 63, Register's Office for said County, described as follows: Beginning at a point in the southerly margin of Robertson Avenue, said point being the northwest corner of property conveyed to Morton B. Howell, Jr. and wife, by deed of record in book 2740, page 631, said Register's Office; thence southwardly 217.8 feet to a point; thence westwardly 75 feet to a point; thence northwardly 33.6 feet to a point;thence westwardly 6 feet to a point;thence northwardly 39.2 feet to a point;thence eastwardly 6 feet to a point; thence northwardly 145 feet to a point in the southerly margin of Robertson Avenue;thence with same eastwardly 75 feet to the point of beginning. TRACT NO. 2: Land in Davidson County, Tennessee, being parts of Lots Nos. 31 and 32 on the Plat of L.M. Nall's Subdivision of Lots 18, 19, and 20, of the B.F. Cockrill Land, as of record in Book 421, page 63, Register's Office for Davidson County, Tennessee. Beginning at a point in the northerly margin of Deal Avenue, said point being 455 feet eastwardly from the intersection of the northerly margin of Deal Avenue and the easterly margin of Nall Avenue, as measured along the said margin of Deal Avenue; thence northwardly with a line parallel to and 25 feet westwardly from the common line between Lots Nos. 31 and 32 of said plan 217.8 feet to a point in the southerly line of Lot No. 22 on said plan; thence with the common line between Lots Nos. 21, 22, 31 and 32 on said plan eastwardly 75 feet to a point; thence southwardly with a line 50 feet eastwardly from and parallel to the common line between said Lots Nos. 31 and 32 a total distance of 217.8 feet to a point in the northerly margin of Deal Avenue;thence with said margin westwardly 75 feet to the point of beginning. Being the same property conveyed to Grantors by deed from Paul E. Tittle, et ux, of record in Book 4457, Page 572, R.O.D.C., Tenn. It is expressly understood and agreed that there is presently a first mortgage on the subject property held by Security Federal Savings & Loan Assn. (acct.#015441654) and Sellers hereby agree to continue to make the monthly payments due on said mortgage, and will hold Buyers harmless from any payment or liability therefor as long as Buyers make the payments to sellers as hereinabove set forth. As additional consideration Buyers hereby agree not to increase or borrow additional sums on the mortgage to Security Federal Savings & Loan Assn. and they will pay sellers the necessary amount for property taxes and insurance in addition to the security agreement contained herein between the parties. Sellers agree that the indebtedness owing to Security Federal Savings & Loan Assn. will be paid in full within 120 months from date of this instrument.

RECORDER'S MEMO: Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

This property not to be conveyed by grantees without written consent of grantors before payment of all indebtedness listed herein.

BOOK 4962 PAGE 877

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Earl Milligan and wife, Joyce Milligan 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.x except the mortgage to Security Federal Savings & Loan Assn. as hereinbefore set out We further covenant and bind ourselves and our heirs and representatives, to warrant and forever defend the title to said real estate to said Earl Milligan and wife, Joyce Milligan 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 in hand paid, we, the said Earl Milligan and wife, Joyce Milligan

do hereby transfer and convey unto H. E. Collins, 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 Earl Milligan and wife, Joyce Milligan 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 $ 25,000.00 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 interst 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 Earl Milligan and wife, Joyce Milligan 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; if 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, 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 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, 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. 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 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 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 Earl Milligan & wife, Joyce Milligan, their 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 H. E. Collins, Trustee, shall be vested in said successor.

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 H. C. Duke, Elizabeth O. Duke, A.W. Duke & Nancy C. Duke and Earl Milligan and wife, Joyce Milligan hereunto set our hands at Nashville, Tennessee, this the 17 day of October 19 75

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS
$ 25,000.00
H. E. Collins
Affiant
SUBSCRIBED AND SWORN TO BEFORE ME, THIS
THE 20th DAY OF October 1975
D. Reed
Deputy Register

Earl Milligan
Joyce Milligan
A.W. Duke
Nancy C. Duke
H C Duke
Elizabeth O. Duke

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named H. C. Duke, Elizabeth O. Duke, A. W. Duke, Nancy C. Duke, Earl Milligan and Joyce Milligan

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 17 day of OCTOBER, 19 75

Commission Expires 2-8-78

Harold E Collins
Notary Public

NOTARY PUBLIC • DAVIDSON COUNTY

STATE OF
County.

Personally appeared before me, , a Notary Public in and for said County and State, the within named

the 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

Commission Expires , Notary Public.

REFERENCE MADE TO INSTRUMENT NO. 30844 REGISTER'S OFFICE

OCT 20 75	CONV	28,000.00			
OCT 20 75	MORT'G	23,000.00			
OCT 20 75			A*	72.80	
OCT 20 75			A*	21.00	
OCT 20 75	FEE		A*	.50	
OCT 20 75	W'DEED		A*	6.00	* 100.30