Installment Deed

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ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Jackie Ham Jr. (NAME:)	Guaranty Mtg. (NAME:)	
304 Carnel (STREET ADDRESS OR ROUTE NUMBER)		52 - 2
Nashville Tenn 37115 (CITY) (P. O. ZONE) (STATE)	Nashville Tenn (STREET ADDRESS) (CITY) (ZONE) (STATE)	Parcel 99

FOR AND IN CONSIDERATION of the sum of Fifteen Thousand Five Hundred and No/100 ($15,500.00)---------- *Dollars,*

of which Two Thousand Five Hundred and No/100 ($2,500.00)---------- ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Thirteen Thousand and No/100 ($13,000.00)---------- *Dollars,*

Jackie Ham, Jr. and wife, Pamela Lynn Ham, have executed an installment deed note in the principal amount of $13,000.00 payable to the order of Lee E. Putman and Mary S. Putman in 360 equal monthly installments of $95.39 each, with the first installment due and payable January 1, 1976, and on the same day 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 monthly payments include interest.

This Instrument Was Prepared By

Dewey W. Pedigo

Of The Law Firm Pedigo & Seindon

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,

we, Lee E. Putman and Mary S. Putman,

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

Jackie Ham, Jr. and wife, Pamela Lynn Ham, their

~~successors~~ heirs and assigns,

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

Land in Davidson County, Tennessee, being the easterly 20 feet of Lot 22 and the westerly 40 feet of Lot 23 in Block "C" on the revised Map of Rainbow Terrace Subdivision of record in Book 1130, page 85, Register's Office for Davidson County, Tennessee, to which plat reference is here made for a more complete and accurate description and is more fully described in a deed of record in Book 4442, page 231, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Lee E. Putman and Mary S. Putman by Substitute Trustee's Deed from Dewey W. Pedigo, Substitute Trustee, of record in Book 4983, page 102, Register's Office for said County.

The above described property is conveyed subject to restrictive covenants contained in instrument of record in Book 1130, page 85, Register's Office for Davidson County, Tennessee.

It is agreed that grantees, Jackie Ham, Jr. and wife, Pamela Lynn Ham, will pay to Lee E. Putman and Mary S. Putman, in monthly installments, 1/12th of the total amount that is necessary to pay taxes and insurance on said property. Said payment at this time is $15.00 per month. First payment due and payable January 1, 1976, and thereafter on or before the

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $15,500.00

Subscribed and sworn to before me, this the 29th day of Dec 19 76

Affiant

My commission expires:

(Affix Seal)

Notary Public

1st day of each succeeding month until the other considerations herein have been completely paid.

If the above described payments are not paid on or before the 5th day of each month, there will be a $5.00 late charge due and payable by the maker of said note.

It is further agreed by all parties hereto that the balance of the vendor's lien note will become due and payable 60 days after public sewer becomes available to the property. The grantees hereunder have agreed to pay said indebtedness off in full at that time.

Notwithstanding that the property conveyed hereunder is encumbered by liens evidenced by deeds of trust as of record in Book 4609, page 338, and Book 4564, page 66, Register's Office for said County, it is agreed that the Grantees have not become liable for and do not directly, indirectly, expressly, or impliedly become liable for, or assume, any indebtedness for or under said deeds of trust, or any obligation in connection therewith, by way of indemnity or otherwise, to the grantors or the mortgagee of said deeds of trust or to anyone else, for the principal, interest, or any other sums payable or to become payable under, or by reason of, the said mortgage or any obligations or undertakings in connection therewith. Upon the full payment of the consideration herein, the grantors, Lee E. Putman and Mary S. Putman, will secure a release of the property herein conveyed from the liens as evidenced by said deeds of trust of record in Book 4564, page 66, and Book 4609, page 338, Register's Office for said county.

It is further agreed by all parties hereto that the indebtedness described herein shall not be assumed by any other party without the written consent of Lee E. Putman and Mary S. Putman.

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 Jackie Ham, Jr. and wife, Pamela Lynn Ham, 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.*, except as noted above.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Jackie Ham, Jr. and wife, Pamela Lynn Ham, 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 Jackie Ham, Jr. and wife, Pamela Lynn Ham, *hereinafter referred to as trustors, hereby transfer and convey unto* Dewey W. Pedigo, *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.

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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 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 22nd *day of* December, *19* 75.

[redacted]
[redacted]

x Jackie Ham, Jr.
x Pamela Lynn Ham
x Lee E Putman
x Mary S. Putman

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Laura R. Bates, *a Notary Public in and for said County and State,* Lee E. Putman and ~~Mary S. Putman~~, and Jackie Ham, Jr. and wife, Pamela Lynn Ham, *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, *Tennessee, this* 22 *day of* December, *19* 75.

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

R. Bates *Notary Public*

Commission expires Aug. 2, 1976

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STATE OF Tenn.
COUNTY OF Davidson

Personally appeared before me, Robert E. Nicks, *a Notary Public in and for said County and State,* Nashville Tenn.
Mac S Putman,
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 Nashville Tenn
this 27 *day of* Dec, *19* 75.

Robert E. Nicks
Notary Public

Commission expires 2/8/78

ROBERT E. NICKS NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

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

LEE E. PUTMAN, ET AL

TO

JACKIE HAM, JR., ET UX

D 29899

IDENTIF. REFERENCE

Dec 29 12 19 PM '75

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TENN.

DEC29 75	CONV	15,500.00			
DEC29 75	MORT'G	13,000.00			
DEC29 75	S'TAX		B*	40.30	
DEC29 75	S'TAX		B*	11.00	
DEC29 75	PR'FEE		B*	.50	
DEC29 75	W'DEED		B*	8.00	* 59.80

Chicago Title Insurance Company
First American Center — Phone 255-4631
NASHVILLE, TENNESSEE 37238

PEDIGO & SAINDON