BOOK 4998 PAGE 969

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

FROM

Barbara Gordon Austin and husband,

~~Joe Austin~~

TO

Walter F. Duke and wife,
Louise Marie Duke

For draftsman's use

This instrument prepared by
Robert E. L. Sutton, Attorney
Stahlman Building
Nashville, Tennessee 37201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Walter F. Duke (NAME)	Walter F. Duke (NAME)	Map 22-69
7427 Bidwell Rd. (STREET ADDRESS OR ROUTE NUMBER)	7427 Bidwell Rd. (STREET ADDRESS)	Par. 14D 22810
Joelton Tennessee 37080 (CITY) (STATE) (P. O. ZIP)	Joelton Tennessee 37080 (CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

IDENTIF. REFERENCE T

FEB 23 1 42 PM '76

REGISTER DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 30,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 21 DAY OF February, 19 76

Robert E. L. Sutton
Notary Public

MY COMMISSION EXPIRES: Nov. 5, 1979

(AFFIX SEAL)

D37095

FOR AND IN CONSIDERATION OF the sum of Thirty Thousand and No/100 ---------- ($30,000.00) ---------- DOLLARS

of which $ 6,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed their one note of even date herewith in the original principal amount of $24,000.00, payable to the order of Barbara Gordon Austin in 120 monthly installments of $297.57 each, the first of which is due and payable on the 20 day of March, 1976, and thereafter a like amount on the 20 day of each succeeding month, the last installment being due and payable on the 20 day of February, 1986. The installments include interest at the rate of 8-1/2% per annum, said payments to be applied first to interest and balance to principal until the entire amount, both principal and interest, shall have been paid in full, all in accordance with the terms and conditions as set out in said note.

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,

We, Barbara Gordon Austin and husband, Joe Austin

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

Walter F. Duke and wife, Louise Marie Duke

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in the 14th, formerly the 24th, Civil District of Davidson County, Tennessee, in the Town of Joelton, described according to a survey made by J. R. Scott, Surveyor, April 20th, 1956.

Beginning at a stake in the south right-of-way line of the Old Clarksville Highway, said stake being 25 ft. from the center line of said Highway and a corner to Fred G. Hostettler; thence with said Highway, S. 75 deg. E. 110 feet to a stake, corner to Robert D.Anderson and wife, Nona Kate Anderson; thence S. 11 1/2 deg. W. 300 ft. to a stake at a fence, a corner in said Anderson's line; thence N. 75 1/2 deg. W. 94 ft. to a stake, corner to Robert D. Anderson in Fred D. Hostettler's line; thence with fence and Hostettler's line N. 2 deg. E. 110 ft.; N. 11 1/2 deg. E. 194 feet to the beginning.

Being the same property conveyed to Alden B. Gordon and wife, Barbara Gordon, by deed from Robert D. Anderson and wife, Nona Kate Anderson, of record in Book 2539, page 344, Register's Office for Davidson County, Tennessee. The said Alden B. Gordon having since died, and the said Barbara Gordon having since remarried, and now being Barbara Gordon Austin.

This conveyance is made subject to Easement granted Tennessee Natural Gas Company, Inc. for right of way of record in Book 1380, page 52; and Agreement as to water contained in deed of record in Book 1786, page 120, and as given in deed of record in Book 2290, page 507, both in the Register's Office for Davidson County, Tennessee.

This is unimproved ( ) improved (X) property, known as _____ Joelton, 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 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 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 Robert E. L. Sutton 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 with 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, 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 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 successo. 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 February 19 76.

Walter F. Duke

Barbara Gordon Austin

Louise Marie Duke

Joe Austin

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Walter F. Duke and wife, Louise Marie Duke

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 21 day of February, 19 76.

Sam E. Kilgore, Notary Public

Commission expires My Commission Expires Nov. 13, 1979

FEB23 CONV 30,000.00
FEB23 MORT'G 24,000.00
FEB23 STAX B* 78.00
FEB23 STAX B* 22.00
FEB23 FEE B* .50
FEB23 RDEED B* 4.00 104.50

STATE OF LOUISIANA
County of Parish of Orleans

Personally appeared before me, the undersigned Notary Public and for said County and State, the within named Barbara Gordon Austin and husband, Joe Austin

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 Louisiana, this 15th day of February, 19 76.

Notary Public

Commission Expires upon my death