1-0032, 1446

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD-4

FROM

Mattie Carroll, a widow

TO

George Ledbetter, et ux, et al

For draftsman's use

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
George Ledbetter, et ux (NAME)	et al New Owner (NAME)	Map 53-11
116 Becker Street (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par 69
Old Hickory Tenn 37138 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	2W-8850

(FOR REGISTER'S USE)

PREPARED BY:
Tom G. Coleman, Jr.
Attorney at Law
1623 Parkway Towers
Nashville, Tennessee 37219

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $17500.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 15th DAY OF July, 1976

Notary Public

MY COMMISSION EXPIRES: November 13, 1977

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of --SEVENTEEN-THOUSAND, FIVE-HUNDRED AND 00/100 ($17,500.00)---------- DOLLARS of which $ 1,350.00 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 this day executed their one promissory note of even date herewith in the principal sum of $16,150.00 payable to the order of Mattie Carroll, a widow, and executed by George Ledbetter and wife, Mandy Ledbetter, and Danny Ledbetter, unmarried, and given as part of the purchase money on the herein described property. Said note is payable in 240 consecutive monthly installments of $140.16 each, including both principal and interest, interest being at the rate of 8½% per annum. The first payment falling due on the 15th day of August, 1976, and continuing in consecutive monthly installments as aforesaid until fully paid. Amounts paid will be credited first to interest due; balance to unpaid principal sum.

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,

Mattie Carroll, a widow

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto George Ledbetter and wife, Mandy Ledbetter, and Danny Ledbetter, unmarried

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

A certain tract or parcel of land situated in the 4th Civil District of Davidson County, Tennessee, and being Lot No. 23 in Block "B" on the Map entitled Subdivision Map 3, of the Life & Casualty Insurance Company Property at Old Hickory, Davidson County, Tennessee, recorded in Book 974, Page 11.

Lot No. 23 of Block "B" fronts 60 feet on the southerly side of Becker Avenue, running back between parallel lines 175 feet to a dead line and being 60 feet thereon.

Being part of the same property conveyed to F. T. Carroll and wife, Mattie Carroll, by deed from Guy Tucker and wife, Margaret F. Tucker, of record in Book 1561, Page 41, Register's Office for Davidson County, Tennessee; the said F. T. Carroll having since deceased, and title being vested in Mattie Carroll as the sole surviving tenant by the entirety of F. T. Carroll, deceased.

This instrument is made subject to restrictive covenants of record in Book 1561, Page 41, and Book 1102, Page 240, said Register's Office, and to the Plan of record in Book 974, Page 11, said Register's Office.

This is ( ) unimproved (X) improved property, known as 116 (House Number) Becker Street (Street) Old Hickory (P. O. Address:) Tennessee (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 Tom G. Coleman, Jr. 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 interest 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, 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 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 14th day of July 19 76.

WITNESS

WITNESS

WITNESS

MATTIE CARROLL

George Ledbetter

MANDY LEDBETTER

Danny Ledbetter

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 Mattie Carroll, a widow, George Ledbetter /By making her X and wife, Mandy Ledbetter, /By making her mark and Danny Ledbetter, unmarried 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

Tennessee, this 14th day of July, 19 76

My Commission Expires October 16, 1976

Notary Public

Commission expires

JUL 21 76	CONV	17,500.00		
JUL 21 76	MORT'G	16,150.00		
JUL 21 76	ST'TAX		B*	45.50
JUL 21 76	ST'TAX		B*	14.10
JUL 21 76	PR'FEE		B*	.50
JUL 21 76	W'DEED		B*	4.00

STATE OF TENNESSEE
COUNTY OF DAVIDSON

JUL 21 64.10

FELIX E. DAVIDSON COUNTY, TENN.

IDENTIF. REFERENCE

D 59396

Personally appeared before me the undersigned, a Notary Public in and for said County and State, the within named George Ledbetter and wife, Mandy Ledbetter, by making her mark and Danny Ledbetter, unmarried 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 15th day of July 1976.

Notary Public

My Commission Expired November 13, 1977