Installment Deed

BOOK 5062 PAGE 42

THIS INSTRUMENT PREPARED BY: H. Philip Sadler, Attorney, Donelson, Tennessee 37214

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mr.& Mrs. Carlos E. Duke	Same	
(NAME:) 2485 David Dr.	(NAME:)	95-8
(STREET ADDRESS OR ROUTE NUMBER) Donelson, Tenn.	(STREET ADDRESS)	108 pw
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

Mail to

FOR AND IN CONSIDERATION of the sum of $26,000.00

Twenty-six Thousand and no/100---------- *Dollars,*

of which none

none *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder $26,000.00

Twenty-six Thousand and no/100---------- *Dollars,*

Carlos E. Duke and wife, Ann Marie Duke *have executed* this day and date executed their promissory note in the amount of Twenty-six Thousand and no/100----DOLLARS ($26,000.00) payable in One Hundred Twenty (120) monthly installments commencing November 1, 1975, in the amount of Two Hundred Sixty-three and 23/100---DOLLARS ($263.23) which said payment includes principal and interest on the unpaid balance at 4% per annum, payable to the order of John Aubrey Sharpe and wife, Eather Mai Sharpe.

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, John Aubrey Sharpe and wife, Eather Mai Sharpe

have this day bargained and sold, and do hereby transfer and convey unto the said Carlos E. Duke and wife, Ann Marie Duke

their *(successors), heirs and assigns,*

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

Being a part of Lot No. 98 on the Map of Bluefields Subdivision of record in Book 843, page 34, Register's Office for said County, and described according to a survey made by L. D. Justice, September 5, 1940, as follows:

Beginning at a point in the south line of said Lot 98 shown on the said plan at the southwest corner of the property conveyed to Georgia Marie Williams by deed of record in Book 1344, page 566, said Register's Office, being the southeast corner of the tract and being in Neiderhauser's north line; thence south 56° 20' west 615 feet to a post; thence north 61° 59' west 103.5 feet to a stake at the southwest corner of the property conveyed to E. T. Ragsdale and wife, of record in Book 1511, page 359, said Register's Office; thence with Ragsdale's south line, north 42° 25' east 888 feet to a stake in a 15-foot right-of-way being in the westerly line of the Williams Land above mentioned; thence with Williams' west line South 0° 3' West 364.8 feet to the beginning, containing 4.04 acres more or less.

Being the same property conveyed to John Aubrey Sharpe and wife, Eather Mai Sharpe by deed from Lee William Allen and wife, Edith Margaret Allen, of record in Book 1972, page 11, said Register's Office.

Subject to a right-of-way of the land of the said Clarence Helms, along the east boundary line of his tract, it being servilent tract; and roadway to be 15-feet wide, and also free access to the spring with free right-of ingress and egress to said spring, which was granted unto the grantors herein in the above mentioned deed and which is hereby transferred and conveyed unto the grantees herein.

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

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 Carlos E. Duke and wife, Ann Marie Duke *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.*

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Carlos E. Duke and wife, Ann Marie Duke *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 Carlos E. Duke and wife, Ann Marie Duke *hereinafter referred to as trustors, hereby transfer and convey unto* H. Philip Sadler*, 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 successor 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

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.

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 10 *day of* October, *19*75.

John Aubrey Sharpe

Eather Mai Sharpe

Carlos E. Duke

Ann Marie Duke

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* John Aubrey Sharpe and wife, Eather Mai Sharpe and Carlos E. Duke and wife, Ann Marie Duke

*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, this* 10th *day of* October, *19*75.

LOIS ANN GARD NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Lois Ann Gard *Notary Public*

Commission expires Dec. 12, 1976

STATE OF.....

COUNTY OF.....

Personally appeared before me, ...*, a Notary Public in and for said County and State,* .....

.....

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.....,
this.....*day of*.....*, 19*.....

.....*Notary Public*

Commission expires.....

AUG25'76 CONV 26,000.00
AUG25'76 MORTG 26,000.00
AUG25'76 S'TAX B* 67.60
AUG25'76 S'TAX B* 24.00
AUG25'76 PR'FEE B* .50
AUG25'76 W'DEED B* 8.00 * 100.10

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 corporatoin by .....*self as*.....

Witness my hand and seal, at office in.....,
this.....*day of*.....*, 19*.....

.....*Notary Public*

Commission expires.....

STATE OF TENNESSEE)
COUNTY OF Davidson)

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $26,000.00

Affiant Carlos E. Duke

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 24th DAY OF October 1975

NOTARY PUBLIC Lois Ann Gardner

MY COMMISSION EXPIRES: Dec. 12th, 1976

(AFFIX SEAL)

NOTARY PUBLIC STATE OF TENNESSEE LARGE NOTARY SEAL

INSTALLMENT DEED

FROM

JOHN AUBREY SHARPE ET UX

TO

CARLOS E. DUKE ET UX

D 64884

IDENTIF. REFERENCE

AUG 25 1 49 PM '76

REGISTER
DAVIDSON COUNTY, TENN.

Compliments of

Guaranty Title Company

A Division of

Kansas City Title Insurance Company

American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE