Carpenter, Jr.
Carpenter - American Trust Bldg.

Installment Deed

BOOK 5138 PAGE 574

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Robert C. Ramsey	(same)	Map 116-13
(NAME:) 104 Laird Road	(NAME:)	Parcel 48
(STREET ADDRESS OR ROUTE NUMBER) Nashville, TN	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Twenty-Seven Thousand Six Hundred and no/00 ($27,600.00) *Dollars, of which* no part XXXX *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* and for the entire amount of Twenty-Seven Thousand Six Hundred and no/00 ($27,600.00) *Dollars,* Robert C. Ramsey has this day executed a note in the original principal amount of Twenty-Seven Thousand Six Hundred and no/00 XXXXXXXXX ($27,600.00) Dollars, in monthly installments as follows: On the first day of July, 1978, the sum of Two Hundred Thirteen and 03/00 ($213.03) Dollars, and thereafter the same amount on the first day of each month for a total of 300 consecutive months. This note shall bear no interest until June 1, 1978. Thereafter, interest shall be payable at 8% per annum. There shall be no penalty for prepayment of the entire amount due. This note may be called by the heirs of P. M. Chaffin at any time within one (1) year after the death of P. M. Chaffin.

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, the undersigned P. M. Chaffin, a widower, acting by and through his duly authorized powers-of-attorney, has this day bargained and sold and does hereby transfer and convey unto the said Robert C. Ramsey, his (successors), *heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Land in Davidson County, Tennessee, being lot No. 20 on the Plan of Harding Park Subdivision, as of record in book 2331, page 120, Register's Office for said County.
Said lot No. 20 fronts 127.3 feet on the northerly side of Laird Road and runs back 166.5 feet on the easterly line and 185.3 feet on the westerly line to a dead line in the rear on which it measures 115.1 feet.
Being the same property conveyed to P. M. Chaffin and wife, Ruby Chaffin (deceased), by deed from William Alvin Holmes and wife, Nancy B. Holmes of record in Book 4260, page 320, R.O.D.C.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $ 27,600.00

Subscribed and sworn to before me, this the 21st day of April 1977

Robert C. Ramsey
Affiant

My commission expires: (Affix Seal) Notary Public

This is improved (X) property, known as 104 Laird Road, Nashville, Tennessee
(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 Robert C. Ramsey, his (successors), *heirs and assigns forever.* I *covenant that* I am *lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.*

I *further covenant and bind* Robert C. Ramsey, his *heirs and representatives, to warrant and forever defend the title to said real estate to said* Robert C. Ramsey, his *(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 Robert C. Ramsey *hereinafter referred to as trustors, hereby transfer and convey unto* Wm. F. Carpenter, Jr. *, 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 $ 27,600.00 *, 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.

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 Registers 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.

Witness [illegible] *hand on this* 21st *day of* April, 19 77, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

X Mary Elizabeth Ramsey
Mary Elizabeth Ramsey

X Joan Daugherty
Joan Daugherty

As duly constituted attorneys in fact for P. M. Chaffin

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Mary Elizabeth Ramsey and Joan Daugherty, as duly constituted attorneys in fact for P. M. Chaffin

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, Tennessee *this* 21st *day of* April, 19 77

Edie L. Gaither
Notary Public

Commission expires July 23 1978

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

TO

Compliments of
GUARANTY TITLE
Office of
CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE

copy of original
Robert Ramsey

POWER OF ATTORNEY BOOK 5138 PAGE 576

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that I, P. M. Chaffin, of Nashville, Davidson County, Tennessee, do hereby constitute and appoint Mrs. John A. Ramsey, Jr. and Mrs. Robert H. Daugherty as my attorneys-in-fact for me and in my behalf to sign all papers, deeds, contracts, checks and other instruments and documents which may be required or necessary in connection with the administration of my affairs. This includes the power to enter my bank lock box.

Said attorneys-in-fact shall have the same authority and power to act in my behalf as if I were personally present and personally acting.

IN WITNESS WHEREOF, I have hereunto set my hand this 14 day of June, 1976.

P. M. CHAFFIN

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned Notary Public, the within named P. M. Chaffin, with whom I am personally acquainted, who acknowledges that he executed the foregoing instrument for the purposes within contained.

WITNESS my hand and seal at Nashville, Tennessee this 14th day of June, 1976.

NOTARY PUBLIC

My commission expires: My Commission Expires NOV. 8, 1977

The undersigned heirs at law of P. M. Chaffin hereby join in this conveyance for the purpose of ratifying the action of the duly authorized attorneys-in-fact of P.M. Chaffin, and to convey any future rights or interests we may have in the property conveyed hereby.

Executed this _____ day of April, 1977.

Goodloe S. Chaffin

Mary Elizabeth Ramsey

Joan Daugherty

Robert J. Chaffin

Perry M. Chaffin, Jr.

A. W. Chaffin

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Edna L Gardner, a Notary Public, in and for said County and State, the within named Goodloe S. Chaffin, with whom I am personally acquainted,and who acknowledges that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 21st day of April, 1977.

Edna L Gardner
Notary Public

My comm. expires: 7-23-78

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Edna L Gardner, a Notary Public, in and for said County and State, the within named Joan Daugherty, with whom I am personally acquainted, and who acknowledges that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 21st day of April, 1977.

Edna L. Gardner
Notary Public

My comm. expires: 7-23-78

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Edna L. Gardner, a Notary Public, in and for said County and State, the within named Perry M. Chaffin, Jr., with whom I am personally acquainted, and who acknowledges that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 21st day of April, 1977.

Edna L. Gardner
Notary Public

My comm. expires:

BOOK 5138 PAGE 578

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Edna L. Gardner, a Notary Public, in and for said County and State, the within named Mary Elizabeth Ramsey, with whom I am personally acquainted, and who acknowledges that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 21st day of April, 1977.

Edna L Gardner
Notary Public

My comm. expires: 7-23-78

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Mary C. Boren, a Notary Public, in and for said County and State, the within named Robert J. Chaffin, with whom I am personally acquainted, and who acknowledges that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 19th day of April, 1977.

Mary C. Boren
Notary Public

My comm. expires: 12-15-80

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Edna L. Gardner, A Notary Public, in and for said county and State, the within named A. W. Chaffin, with whom I am personally acquainted, and who acknowledges that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 21st day of April, 1977.

Edna L Gardner
Notary Public

My comm. expires: 7-23-78

D99866

IDENTIF. REFERENCE

APR 21 12 59 PM '77

REGISTER
DAVIDSON COUNTY, TENN.

APR21'77	CONV	27,600.00			
APR21'77	MORT'G	27,600.00			
APR21'77	S'TAX		B*	71.76	
APR21'77	S'TAX		B*	25.60	
APR21'77	PR'FEE		B*	.50	
APR21'77	W'DEED		B*	10.00	* 107.86