THIS INSTRUMENT PREPARED BY
[illegible]EY & WEISS, ATTYS.
SUITE 903 FIDELITY FEDERAL BLDG.
NASHVILLE, TENNESSEE 37219

BOOK 5324 PAGE 551

INSTALLMENT DEED

For and in Consideration of the sum of Twenty Thousand and 00/100---------- ($20,000.00)---------- Dollars,

of which Four Hundred and 00/100-------($400.00)--------- Dollars,

has been paid in cash by THOMAS MICHAEL RATCLIFF, Unmarried

the receipt of which is hereby acknowledged, and for the remainder

Nineteen Thousand Six Hundred and 00/100----------($19,600.00)-- Dollars,

the said THOMAS MICHAEL RATCLIFF, Unmarried has executed his one Note of even date herewith in the principal sum of Nineteen Thousand Six Hundred and No/100--($19,600.00) Dollars. Said Note is payable to the order of Araminta M. McCullough and is payable in 420 equal monthly installments of

The first installment being due on the 15th day of August, 1978, and the final installment being due on the 15th day of July, 2013. Said installments include interest at the rate of Ten (10%) per cent per annum which shall be applied first to the payment of interest and the remainder to the principal. Reference is hereby made to said Note for complete terms and conditions.

This conveyance is subject to a first mortgage held by Security Federal Savings and Loan Association and which Grantor hereunder agrees to continue making said monthly payments.

all of said notes bearing ~~XX~~ Ten per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, We, Araminta M. McCullough and husband, William C. McCullough

have this day bargained and sold, and do hereby transfer and convey unto the said THOMAS MICHAEL RATCLIFF, Unmarried, his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING Lot No. 60 on the Plan of Joywood Heights Subdivision, Section One, of record in Book 1130, Page 91, Register's Office for Davidson County, Tennessee.

BEING the same property conveyed to Araminta McCullough by deed from the Secretary of Housing and Urban Development, of record in Book 5139, Page 330, said Register's Office.

This property cannot be transferred without the prior written consent of the note holder.

The Grantee herein agrees to reimburse the Grantors for payment of insurance and taxes when presented with billing for same.

AUG 14 78	CONV	20,000.00	
AUG 14 78	MORT'G	19,600.00	
AUG 14 78	S'TAX		B* 52.00
AUG 14 78	S'TAX		B* 17.60
AUG 14 78	PR'FEE		B* .50
AUG 14 78	W'DEED		B* 8.00

This is improved (X) unimproved ( ) property, know as 2007 Jones Avenue (House Number) (Street) P. O. Address: Nashville, TN (City) 78[illegible] (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said THOMAS MICHAEL RATCLIFF , his 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 THOMAS MICHAEL RATCLIFF, his 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 me in hand paid, I, the said THOMAS MICHAEL RATCLIFF

do hereby transfer and convey unto PETER WEISS, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

I, the said THOMAS MICHAEL RATCLIFF 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 $_____ 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 interst may appear.

I 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 I 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 I, the said THOMAS MICHAEL RATCLIFF 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 I 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; If I 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 trust conveyance. I 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. I 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 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 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 Thomas Michael Ratcliff, his 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 Peter Weiss, Trustee, shall be vested in said successor.

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 Araminta M. McCullough and husband William C. McCullough and Thomas Michael Ratcliff, Unmarried hereunto set our hands at Nashville, Tennessee, this the 25th day of July 1978

Araminta M. McCullough
ARAMINTA M. MCCULLOUGH

William C. McCullough
WILLIAM C. MCCULLOUGH

Thomas Michael Ratcliff
THOMAS MICHAEL RATCLIFF

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Araminta M. McCullough and husband William C. McCullough and Thomas Michael Ratcliff, a single person

the 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 day of July, 1978

Commission Expires 11-7-79

J. LEVY, JR. NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

_____, Notary Public.

STATE OF _____

_____ **County.**

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the 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 _____

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ..., a Notary Public of the State and County aforesaid, personally appeared ....., with whom I 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 .....

(over for additional acknowledgements)

INSTALLMENT DEED

FROM
ARAMINTA M. MCCULLOUGH et vir

TO
WILLIAM C. MCCULLOUGH

THOMAS MICHAEL RATCLIFF

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

E 8 2 5 9 6

IDENTIF. REFERENCE

AUG 14 12 06 PM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

TOLLEY ED., NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Thomas Michael Ratcliff (NAME)	SECURITY FEDERAL s/L ASSOCIATION (NAME)	12D-2410
2007 Jones Avenue (STREET ADDRESS OR ROUTE NUMBER)	P. O. Box 15917 (STREET ADDRESS)	Map: 71-8
Nashville TN (CITY) (STATE) (P. O. ZIP)	Nashville, TN 37215 (CITY) (STATE) (ZIP)	Par: 189

THIS INSTRUMENT WAS PREPARED BY

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FOLEY & WEISS, ATTYS.
SUITE 908 FIDELITY FEDERAL BLDG.
NASHVILLE, TENNESSEE 37219

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$20,000.00 Thomas M. Ratcliff
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 25th DAY OF July, 1978

Notary Public