Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Michael W. Duncan Et Ux	Same	Map 43-12
(NAME:)	(NAME:)	
118 Vandiver Drive		Parcels 61,62
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Madison, TN 37115		11D-51890
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

BOOK 6633 PAGE 591

FOR AND IN CONSIDERATION of the sum of Twenty-Two Thousand ($22,000.00) *Dollars,*

of which Five Hundred Eighty-Six Dollars and 77/xxx *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Twenty-One Thousand FOUR HUNDRED THIRTEEN AND 23/100'S *Dollars,*

have executed

A Promissory Installment Note of 120 payments of $286.77 commencing August 1, 1985 @ 10% APR.

295675

IDENTIFICATION REFERENCE

AUG 19 | 51 PM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

THIS INSTRUMENT PREPARED BY
ALBERT J. FOX, ATTORNEY
SUITE 10 333 GALLATIN RD.
MADISON, TN 37115

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, Robert E. Rader and Carmen Louise Rader

have this day bargained and sold, and do hereby transfer and convey unto the said Michael W. Duncan and Cheryl J. Duncan their *(successors), heirs and assigns,*

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

In the 11th Civil District, Being Lots Nos. 12 and 13, on the unrecorded map of Vandiver's Subdivision of the easterly one-half (1/2) of Lot No. 9 of the Anderson Lands, of Record in Book 1130, Page 37, Register's Office for said County, and described according to a copy of a survey by Ewell Anderson, Surveyor, in July 1944, as follows:

BEGINNING at a point on the easterly margin of Vandiver Drive, the common corner of Lots No. 13 and 14; thence with the line between said Lots, eastwardly 214.0 feet to the low water mark of Cumberland River; thence down said River, southeasterly 100.2 feet to the corner of Lot No. 11; thence with the line between Lots No. 11 and 12, westerly 226.2 feet to the easterly margin of Vandiver Drive; thence with the margin of same, northerly 100.0 feet to the beginning.

Being the same property conveyed to Robert E. Rader and wife, Carmen L. Rader, a 1/2 undivided interest and Robert D. Rader and wife, Debbie L. Rader, a 1/2 undivided interest, by Deed from Dewey E. Moore and wife, Esther A. Moore, of Record in Book 5855, Page 698, Register's Office, Davidson County, Tennessee.

(Continued on next page)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 22,000.00

Affiant

Subscribed and sworn to before me, this the 27 day of August, 1985

Notary Public

My commission expires: 10-24-88

(Affix Seal)

This is unimproved ( ) improved ( ) property, known as 118 Vandiver Drive (House Number) (Street) Madison, TN 37115 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 E. Rader and Carmen Louise Rader *(successors), heirs and assigns forever.* they *covenant that* they 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.* except for Deed of Trust Book 5855, Page 701 as modified they *further covenant and bind* their *heirs and representatives, to warrant and forever defend the title to said real estate to said* Michael W. Duncan and Cheryl J. Duncan (JTE) *(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 Michael W. Duncan and Cheryl J. Duncan *hereinafter referred to as trustors, hereby transfer and convey unto* Albert J. Fox *, 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 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.

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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 our hands this 27th *day of* July, *19* 85, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Michael W. Duncan (Buyer-Grantee Trustor)

Robert E. Rader (Seller-Grantor)

Cheryl J. Duncan (Buyer-Grantee Trustor)

Carmen Louise Rader (Seller-Grantor)

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, ALBERT J FOX, *a Notary Public in and for said County and State,* Michael W. Duncan, Cheryl J. Duncan, Robert E. Rader and Carmen Louise Rader

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 Madison, *Tennessee this* 27th *day of* July, *19* 85.

ALBERT J. FOX NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Notary Public

Commission expires 06/24/1988

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

Robert E. Rader Et Ux

TO

Michael W. Duncan Et Ux

Compliments of

Madison Title Company

320 Gallatin Road
MADISON, TENNESSEE 37115

Representing

Chicago Title Insurance Company
CHICAGO, ILLINOIS

Subject to Dedication in Book 5337, Page 597, R. O. D. C.
Subject to Easement to United States, Book 2242, Page 307, R. O. D. C.
Subject to Deed of Trust to Homer Ayers, Book 5855, Page 701, R. O. D. C.
as modified in Book _____, Page_____, R. O. D. C.

OFFICIAL RECEIPT

FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 6633 PAGE 594

CO -CONVEYANCE
MO -MORTGAGE
WD -WARRANTY DEED
TD -TRUST DEED

CC -CERTIFIED COPY
REL -RELEASE
UCC -UNIFORM COMMERCIAL CODE

MISC -MISCELLANEOUS
CO TX -STATE TAX CONVEY
MO TX -STATE TAX MORT
PRFEE -PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

22000.00- CA'IT.
21413.20- MA'IT.
57.20 CSTAX
19.40 MSTAX
.50 PRFEE
9.00 WDEED
CHECK 86.10-
8776A08/19/85 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

29675

IDENTIFICATION REFERENCE

AUG 19 1 51 PM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 164700