Installment Deed

BOOK 8090 PAGE 459

ADDRESS NEW OWNER (S) AS FOLLOWS	SEND TAX BILLS TO	MAP PARCEL NUMBERS
Rudy J. Leath	SAME	81-11
(NAME)	(NAME)	
1714 12th Avenue North		457
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee 37208		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of TWENTY THOUSAND AND NO/100----------($20,000.00) Dollars,

of which ONE AND NO/100----------($1.00) *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* TWENTY THOUSAND AND NO/100----------($20,000.00) *Dollars,*

Ruby J. Leath *have executed*

an Installment Deed Note in the amount of TWENTY THOUSAND AND NO/100 ($20,000.00) DOLLARS payable to William Howard Kelly, et ux in 120 equal monthly installments of $242.66 at 8% interest per annum beginning May 16, 1990 and on the 16th of each month thereafter until the balance is paid in full. This note is callable at the option of the holder in sixty (60) months.

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, William Howard Kelly et ux and Evelyn L. Kelly

have this day bargained and sold, and do hereby transfer and convey unto the said Ruby J. Leath, unmarried

(successors), heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows

Land in Davidson County, Tennessee being the southerly half of Lot No. 120 in McGavock, Wetmore & Others Sectond Addition to Nashville, called the "Addition to the Town of McGavock", a plan of which is of record in Book 21, page 41, Register's Office for said County.

Said southerly half of said Lot 120 fronts 50 feet on the easterly side of 12th Avenue North, formerly Florence Street, and runs back, between parallel lines 154 feet to an alley.

Being the same property conveyed to W. L. Bainbridge, Sr., by deed from Lula V. Andrews and Willie Mai Simmons, of record in Book 2144, page 142, Register's Office for Davidson County, Tennessee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 20,000.00

Subscribed and sworn to before me, this the 16 day of April 19 90

My commission expires: 11/10/91 (Affix Seal)

Notary Public

NOTARY PUBLIC

unimproved ( )
This is improved (X) property, known as 1714 12th Avenue North, Nashville, Tennessee 37208
(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
Ruby J. Leath
(successors), heirs and assigns forever 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* our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Ruby J. Leath
(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 Ruby J. Leath
hereinafter referred to as trustors, hereby transfer and convey unto Richard Manson, *Trustee, his successors and assigns, the real estate herembefore 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 $ 20,000.00 *, 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 convenance 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 equity of redemption, statutory right of redemption, homestead, and all other exemptions and rights 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 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 words "Trustors" when used herein shall apply to parties both singular and plural.

Witness our *hand* s *this* 16th *day of* April, *19* 90, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

William H. Kelly
William Howard Kelly

Ann Evelyn L. Kelly
Ann Evelyn L. Kelly

Ruby Jean Leath
Ruby J. Leath

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* William Howard Kelly, Ann Evelyn L. Kelly and Ruby J. Leath

the bargainor s, *with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that* they *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville, Tennessee, *this* 16th *day of* April, *19* 90.

My commission expires 11/10/91 *Notary Public*

NOTARY PUBLIC

STATE OF TENNESSEE
COUNTY OF _____

Before me, _____, *a Notary Public of the State and County aforesaid, personally appeared* _____ *and* _____ *with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged* _____ _____ *to be the* _____ *and* _____ _____ *respectively of* _____, *the within named bargainor, a corporation, and that* _____ *as such* _____ *and* _____, *executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said* _____ *as* _____ *and attesting the same by the said* _____ _____ *as* _____ _____.

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

_____ *Notary Public*

Commission expires _____

INSTALLMENT DEED

From
William Howard Kelly

To
Ruby J. Leath

Prepared by
Richard Mabson
1314 5th Ave N
Nashville, TN 37208

Published by

Ticor Title Insurance Company
Public Square Building
344 4th Avenue North
NASHVILLE, TENNESSEE 37219

ATTACHMENT

If the mortgagor should convey the property, or any interest therein, to any other party without first obtaining written consent from Holder; or should any party obtain an interest by attachment or any means other than inheritance, the entire principal balance with interest and service charge accruing thereon shall become immediately due and payable at option of Holder.

Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $20000.00

—INSTNOT (6/25/88)

19693

IDENTIF: TREFERENCE

APR 18 10 22 AM '90

RUSH

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2184 04/18 0101 03CHECK 96.70

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

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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

CAMT	20000.00
MAMT	20000.00
CON TX	66.00
MOR TX	20.70
PRFEE	1.00
WDEED	9.00
TOTAL	96.70
CHECK	96.70

04/18/90 01 10:21 0001 2184

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I 9 6 9 3

IDENTIF. REFERENCE

APR 18 10 22 AM '90

DAVIDSON COUNTY TN.

No. 311281