Bot 63

# Installment Deed

| ADDRESS NEW OWNER (S) AS FOLLOWS | SEND TAX BILLS TO | MAP PARCEL NUMBERS |
|---|---|---|
| Mr. James M. Ratterree (NAME) | Same (NAME) | 83-13-459 |
| 1603 Boscobel St (STREET ADDRESS OR ROUTE NUMBER) | (STREET ADDRESS) | |
| Nashville Tn 37216 (CITY) (P. O. ZONE) (STATE) | (CITY) (ZONE) (STATE) | |

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FOR AND IN CONSIDERATION of the sum of Nine Thousand Five Hundred Ten and no/100 ($9,510.00) Dollars, of which Ten and no/100 Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder Nine Thousand Five Hundred ($9,500.00) Dollars, James M. Ratterree and wife, Barbara Ann Ratterree have executed their promissory note of even date herewith in the amount of Nine Thousand Five Hundred and no/100 dollars to be paid without insterest in monthly installments of One Hundred and no/100 dollars beginning on the 17th day of Feb, , 1991, and thereafter the same amount on the day of each consecutive month until the entire balance is paid in full

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, I, Pauline S. Ratterree, aka Pauline Shrum Ratterree, have this day bargained and sold, and do hereby transfer and convey unto the said James M. Ratterree and wife, Barbara Ann Ratterree his (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows

Land in Davidson County, Tennessee being Lot No. 331 in the Edgefield Land Companys 2nd or Spring Subdivision, and of record in Book 57, page 152 of the Register's Office for Davidson County, Tennessee.

Said Lot No. 331 adjoins Lot No. 332 and fronts 50 feet on the North side of Boscobel, or formerly Rothschilds Street and runs back between parallel lines 150 feet to an alley.

Being the same property conveyed to Virgil M. Ratterree and wife, Pauline S. Ratterree by deed of record in Book 4820, Page 952 Register's Office for Davidson County, Tennessee, Virgil M. Ratterree is now deceased.

0305 01/22 0101 03CHECK 46.93

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 9,510.00

Subscribed and sworn to before me, this the 17th day of January 1991

James M. Ratterree
Affiant

My commission expires: 3-3-92
(Affix Seal)

D. Ronald Ingram
Notary Public

This is improved (X) unimproved ( ) property, known as 1603-A and 1603-B Boscobel Street, 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 James M. Ratterree and wife, Barbara Ann Ratterree (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 myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said James M. Ratterree and wife, Barbara Ann Ratterree, 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 James M. Ratterree and wife, Barbara Ann Ratterree hereinafter referred to as trustors, hereby transfer and convey unto Ingram & Lowe, Attorneys, P.C., 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 $ 9,500.00, 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 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.

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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 17th day of January, 19 91, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

Pauline S. Ratterree

James M. Ratterree
Barbara Ann Ratterree

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, D. Ronald Ingram, a Notary Public in and for said County and State, the within named Pauline S. Ratterree, aka Pauline Shrum Ratterree, and James M. Ratterree and wife, Barbara Ann Ratterree

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 17th day of January, 19 91.

My commission expires 3-7-92 Notary Public D Ronald Ingram

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 _____.

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

_____ Notary Public

Commission expires _____

JAN 22 9 08 AM '91
DAVIDSON COUNTY TN.
FELIX W. McKNIGHT REGISTER

8730 4

IDENTIF. REFERENCE

INSTALLMENT DEED

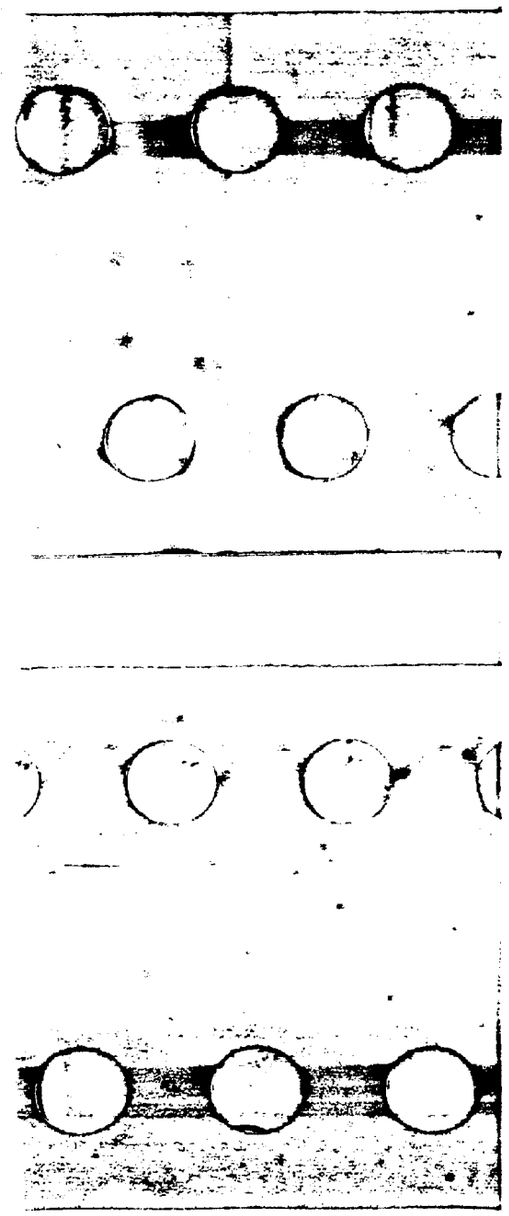
FROM

TO

INGRAM & LOWE ATTORNEYS
405 Two Mile Pike
Goodlettsville, TN 37072

Published by

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



**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 TAX - STATE TAX CONVEY
MO TAX - STATE TAX MORT
PRFEE - PROBATE FEE

| DATE | SYMBOL | VALUATION | TAX AND FEES | TOTAL |
|---|---|---|---|---|

CAMT 9510.00
MAMT 9500.00
CON TX 31.35
MOR TX 8.63
[illegible] 1.00
WDEED 6.00
TOTAL 46.98
CHECK 46.98

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

01/22/91 01 09:08 0001 6865

87304

IDENTIF. REFERENCE

JAN 22 9 08 AM '91

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY TN.

No. 390711