New owner - Glen F. Nabors tax st. same - Gallatin Rd Nashville, Tenn

Map 61-11
Par. 275-276-277

INSTALLMENT DEED

BOOK 3952 PAGE 124

For and in Consideration of the sum of TWELVE THOUSAND SIX HUNDRED AND No/100 ($12,600.00) ---------- Dollars, of which THREE THOUSAND AND No/100 ($3,000.00) ---------- Dollars, has been paid in cash by GLEN F. NABORS AND WIFE, NANCY B. NABORS the receipt of which is hereby acknowledged, and for the remainder Nine THOUSAND SIX HUNDRED AND No/100 ((9,600.00)) ---------- Dollars, the said GLEN F. NABORS AND WIFE, NANCY B. NABORS have GIVEN THEIR NOTE OF EVEN DATE IN THE AMOUNT OF $9,600.000; PAYABLE TO THE GRANTORS; SAID NOTE IN PAYABLE IN MONTHLY INSTALLMENTS OF $99.53 PER MONTH INCLUDING PRINCIPAL AND INTEREST.

all of said notes bearing six 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, EZELL DICKERSON AND WIFE, MILDRED DICKERSON have this day bargained and sold, and do hereby transfer and convey unto the said GLEN F. NABORS AND WIFE, NANCY B. NABORS, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

TRACT NO. I: LAND IN DAVIDSON COUNTY, TENNESSEE, BEING PART OF LOT "B" ON KENNEDY & GRAVES PLAN OF MONTE VISTA, AS OF RECORD IN BOOK 421, PAGE 143, REGISTER'S OFFICE FOR SAID COUNTY, AND THE EASTERLY 28 FEET OF THE GALLATIN INTERRURBAN RIGHT OF WAY, NOW ABANDONED, BEING LOTS NOS. 5B AND 6A ON A SURVEY OF SAID LOT AND SAID ABANDONED RIGHT OF WAY BY RALPH W. C. LAMBERT, DATED DECEMBER 4, 1948, AS FOLLOWS:

BEGINNING ON THE EASTERLY MARGIN OF GALLATIN PIKE, AS NOW LOCATED, AT A POINT 30 FEET SOUTH OF THE SOUTHWEST CORNER OF THE PROPERTY CONVEYED TO J. B. MOYERS BY DEED FROM C. C. WOOLARD ET UX, OF RECORD IN BOOK 1554, PAGE 429, SAID REGISTER'S OFFICE; THENCE EAST 90 FEET TO THE WEST MARGIN OF A 15 FOOT ALLEY; THENCE WITH SAID ALLEY, SOUTH 45 FEET TO THE CORNER OF LOTS NOS. 5A AND 5B; THENCE WITH THE LINE BETWEEN SAID LOTS WEST 90 FEET TO THE EAST MARGIN OF GALLATIN PIKE; THENCE WITH SAID PIKE, NORTH 45 FEET TO THE BEGINNING.

TRACT NO. II: LAND IN DAVIDSON COUNTY, TENNESSEE, BEING PART OF LOT No. "B" ON THE KENNEDY & GRAVES PLAN OF MONTE VISTA, AS OF RECORD IN BOOK 421, PAGE 143, SAID REGISTER'S OFFICE, AND DESCRIBED ACCORDING TO A COPY OF A SURVEY BY RALPH W. C. LAMBERT, DATED DECEMBER 4, 1948, AS FOLLOWS:

BEGINNING IN THE WESTERLY LINE OF THE PROPERTY CONVEYED TO J.A. RAMSEY AND WIFE, OF RECORD IN BOOK 1172, PAGE 239, SAID REGISTER'S OFFICE, BEING 248.6 FEET NORTH OF THE NORTHERLY

This instrument was prepared by
GRISSIM AND SHORT, Attorneys
Court Square Building
Nashville, Tennessee

MARGIN OF McALPINE AVENUE; THENCE WITH RAMSEY'S WEST LINE, NORTH 25 DEG. 45' EAST 45 FEET TO A POINT 72 FEET SOUTH OF THE NORTH LINE OF SAID LOT; THENCE WEST 87.5 FEET, MORE OR LESS, TO A POINT OPPOSITE THE NORTHEAST CORNER OF LOT 6A AS SHOWN ON SAID SURVEY IN THE EASTERLY MARGIN OF A 15 FOOT ALLEY; THENCE WITH SAID ALLEY SOUTH 45 FEET TO A POINT OPPOSITE THE CORNERS OF LOTS NOS. 5A AND 5B ON SAID SURVEY; THENCE EAST 78 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

TRACT NO. III: LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOT NO. 5A ON THE DRAWING OF THE RESUBDIVISION OF THE WESTERLY PARTS OF LOT "B" ON KENNEDY & GRAVES PLAN OF MONTE VISTA, AS OF RECORD IN BOOK 421, PAGE 143, AND DESCRIBED ACCORDING TO A COPY OF SAID RESUBDIVISION BY RALPH W. C. LAMBERT, DECEMBER 4, 1948, AS FOLLOWS:

SAID LOT NO. 5A FRONTS 25 FEET ON THE EASTERLY SIDE OF GALLATIN PIKE AND EXTENDS BACK BETWEEN PARALLEL LINES 90 FEET TO A 15 FOOT ALLEY.

BEING THE SAME PROPERTY CONVEYED TO EZELL DICKERSON AND WIFE, MILDRED DICKERSON, BY DEED FROM WILLIAM H. SOYERS, AS OF RECORD IN BOOK 3644, PAGE 564, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

TRACT NO. IV: LAND IN DAVIDSON COUNTY, TENNESSEE, BEING THE SOUTH 3 FEET OF THE NORTH 30 FEET OF LOT NO. 6 ON THE PLAN OF C. C. WOOLARD'S UNRECORDED SUBDIVISION OF THE WESTERLY PART OF LOT B ON THE PLAN OF KENNEDY & GRAVES' MONTE VISTA, OF RECORD IN BOOK 421, PAGE 143, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

SAID PART OF SAID LOT FRONTS 3 FEET ON THE EASTERLY SIDE OF GALLATIN ROAD AND EXTENDS BACK BETWEEN PARALLEL LINES 90 FEET TO A PUBLIC ALLEY.

BEING THE SAME PROPERTY CONVEYED TO EZELL DICKERSON, BY DEED FROM AVA ELIZABETH WOOLARD ET AL, OF RECORD IN BOOK 3812, PAGE 681, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

INCLUDED BUT SPECIFICALLY EXCLUDED FROM THE ABOVE DESCRIBED PROPERTY IS THE PROPERTY CONVEYED TO SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY BY DEED FROM EZELL DICKERSON AND WIFE, OF RECORD IN BOOK 3703, PAGE 11, SAID REGISTER'S OFFICE, AS FOLLOWS:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING IN THE 15TH CIVIL DISTRICT OF SAID COUNTY, AND BEING A PART OF LOT B, ON THE MAP OF KENNEDY AND GRAVES PLAN OF MONTE VISTA, AS OF RECORD IN BOOK 421, PAGE 143, REGISTER'S OFFICE FOR SAID COUNTY, AND DESCRIBED ACCORDING TO A SURVEY THEREOF MADE BY BARGE, WAGGONER & SUMNER, ENGINEERS, DATED DECEMBER 12, 1963, AS FOLLOWS:

BEGINNING AT AN EXISTING IRON PIN IN THE WESTERLY LINE OF THE PROPERTY CONVEYED TO J. A. RAMSEY AND WIFE, AS OF RECORD IN BOOK 1172, PAGE 239, SAID REGISTER'S OFFICE, SAID IRON PIN BEING 248.6 FEET NORTH OF THE NORTHERLY MARGIN OF McALPINE AVENUE; AND IN THE NORTH LINE OF THE BATES PROPERTY; THENCE NORTH 63 DEGREES 33' WEST 85.56 FEET TO AN IRON PIN IN THE EAST LINE OF A 15-FOOT ALLEY THAT WAS DEDICATED BY AN INSTRUMENT OF RECORD IN BOOK 1783, PAGE 265, SAID REGISTER'S OFFICE; SAID POINT LIKEWISE BEING SOUTH 63 DEGREES 33' EAST 105 FEET FROM THE EASTERLY MARGIN OF GALLATIN ROAD; THENCE WITH THE MARGIN OF SAID ALLEY AS DEDICATED, NORTH 23 DEGREES 17' EAST 45 FEET TO AN IRON PIN;

THENCE LEAVING SAID ALLEY, SOUTH 63 DEGREES 33' EAST 87.5 FEET TO AN IRON PIN IN THE WESTERLY LINE OF THE J. A. RAMSEY PROPERTY ABOVE REFERRED TO; THENCE WITH RAMSEY'S WESTERLY LINE, SOUTH 25 DEGREES 45' WEST 44.95 FEET TO THE POINT OF BEGINNING.

BEING PART OF THE SAME PROPERTY CONVEYED TO SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY BY DEED FROM EZELL DICKERSON AND WIFE, OF RECORD IN BOOK 3703, PAGE 11, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said GLEN F. NABORS AND WIFE, NANCY B. NABORS, THEIR 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 real estate to said GLEN F. NABORS AND WIFE, NANCY B. NABORS, THEIR 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 US in hand paid, WE, the said GLEN F. NABORS AND WIFE, NANCY B. NABORS

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

WE, the said GLEN F. NABORS AND WIFE, NANCY B. NABORS

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 $INSURABLE INTEREST 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.

WE 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 WE 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 WE, the said GLEN F. NABORS AND WIFE, NANCY B. NABORS 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 WE 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; WE 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. WE 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. WE 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 GLEN F. NABORS AND WIFE, NANCY B. NABORS 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 HUNTER SHORT, 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 EZELL DICKERSON AND WIFE, MILDRED DICKERSON and GLEN F. NABORS AND WIFE, NANCY B. NABORS hereunto set our hands at NASHVILLE, Tennessee, this the 25 day of OCT. 1965



Ezell Dickerson
Mildred Dickerson
Glenn F Nabors
Nancy B. Nabors

STATE OF TENNESSEE
Davidson County

Personally appeared before me, [signature], a Notary Public in and for said County and State, the within named EZELL DICKERSON, MILDRED DICKERSON, GLEN F. NABORS AND NANCY B. NABORS

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 NASHVILLE Tennessee, this 25 day of OCTOBER, 1965

Commission Expires My Commission Expires Nov. 6, 1968 [signature], 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 _____

BOOK 3952 PAGE 129

STATE OF TENNESSEE
Davidson County

Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____ with whom I am personally acquainted and who upon (his oath / their several oaths) acknowledged (himself / themselves) to be the _____ and _____ respectively of the _____ the within named bargainor, a corporation, and that (he / they) as such _____ and _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said _____ as such _____, and attesting the same by the said _____ as such _____.

Witness my hand and official seal at office at _____ on this the _____ day of _____, 19____.

My commission expires _____

_____
Notary Public

INSTALLMENT DEED

FROM
EZELL DICKERSON AND WIFE,

MILDRED DICKERSON

TO
GLEN F. NABORS AND WIFE,

NANCY R. NABORS

Attorneys Title Company
Tides Guaranteed

NASHVILLE, TENN.

U 4086

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

OCT 29 10 16 AM '65

NOTE BOOK 112 PAGE 743
RECORDING FEE $ 3.50
DEP. REG. _____

Mail to Nations Realty, 1109 Stahlman Bldg, Nashville, Tenn.

3.50

STATE TAX $ 18.90
PROBATE .50
TOTAL $ 19.40

OCT 29 1965

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
PAID OCT 29 1965