Mail tax statements to: Bedford C. Gentry, 1310 Berry St., Old Hickory, Tenn.
New Owner: Bedford C. Gentry, 1310 Berry St., Old Hickory, Tenn.

This instrument prepared by Edward W. Lee, Jr., Atty.
304 Second Avenue, North, Nashville, Tennessee

BOOK 3953 PAGE 643

Installment Deed

FOR AND IN CONSIDERATION of the sum of Eight Thousand and No/100- - - - - - - - -

- -($8,000.00)- - - - - - - - - - - - - - - - *Dollars,*

of which Two Thousand and No/100- -

- - - - - - - - - - - - -($2,000.00)- - - - - - - - - - - - - - *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Six Thousand and No/100- - - - -

- -($6,000.00)- - - - - - - - - - - - - *Dollars,*

Bedford C. Gentry and wife, Margaret E. Gentry

*ha*ve *executed* their one joint promissory note in the amount of $6,000.00 amortized over ten years at 6% interest. First payment due December 1, 1965.



MAP 53-03
Par 93
4D
75

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, Charles E. Von Schmittou and wife, Everett S. Von Schmittou

have this day bargained and sold, and do hereby transfer and convey unto the said Bedford C. Gentry and wife, Margaret E. Gentry

their *(successors), heirs and assigns,*

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

Land in Davidson County, Tennessee, being Lot No. 160 of Section "C" on the Plan of E. I. du Pont De Nemours and Company's Subdivision, as of record in Book 1424, page 66, Register's Office for said County.

Said Lot No. 160 fronts 60 feet on the westerly side of Berry Street and extends back between parallel lines 67.2 feet to a dead line.

Being the same property conveyed to Charles E. Von Schmittou and wife, Everett S. Von Schmittou by deed from E. I. du Pont De Nemours and Company, of record in Book 2029, page 222, Register's Office for Davidson County, Tennessee.

This deed is subject to:

1. Easement for certain right-of ways as set out in deed from Nashville Industrial Corporation to Du Pont Fiber Silk Company, of record in Book 626, page 556, Register's Office for Davidson County, Tennessee.

2. Easements for right-of ways for telephone lines granted Cumberland Telephone and Telegraph Company by deed from Nashville Industrial Corporation, of record in Book 662, page 743, Register's Office for Davidson County, Tennessee.

3. The Plan of record in Book 1424, page 66, said Register's Office, shows public utility easements are permanent and special utility easements are void when abandoned or vacated by utilities now located therein and not to be used for any other utility.

4. One permanent easement 12.3 feet wide, more or less, for utilities, together with all rights in connection with said easement, including the ingress and egress over the property herein conveyed for servicing easement all as shown on said recorded plan, as set out in deed from E. I. du Pont de Nemours and Company to Charles E. Von Schmittou and wife, of record in Book 2029, page 222, Register's Office for Davidson County, Tennessee.

5. Restrictive Covenants contained in deed from E. I. du Pont de Nemours and Company, to Charles E. Von Schmittou and wife, dated October 18, 1951, filed November 29, 1951, of record in Book 2029, page 222, 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 Bedford C. Gentry and wife, Margaret E. Gentry *their (successors), 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* Bedford C. Gentry and wife, Margaret E. Gentry, 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 Bedford C. Gentry and wife, Margaret E. Gentry *hereinafter referred to as trustors, hereby transfer and convey unto* Hubert G. Peeler, *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 $ 6,000.00, *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 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.

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 Register's 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.

IN WITNESS WHEREOF the parties to this instrument have signed their names, [redacted], on this the 29th *day of* October, *19*65

Charles E. Von Schmittou

Everett S. Von Schmittou

Bedford C. Gentry

Margaret E. Gentry

STATE OF TENNESSEE }
COUNTY OF ~~DAVIDSON~~ DICKSON }

Personally appeared before me, Billy Parrish, *a Notary Public in and for said County and State,* Charles E. Von Schmittou and wife, Everett S. Von Schmittou

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 Vanleer, *Tennessee, this* 29th *day of* October, *19*65.

Billy Parrish, *Notary Public*

Commission expires Apr 20 68

NOTARY PUBLIC

STATE OF TENNESSEE

COUNTY OF DAVIDSON

BOOK 3953 PAGE 646

Personally appeared before me, Marie Holderfield, *a Notary Public in and for said County and State,* Bedford C. Gentry and wife, Margaret E. Gentry

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 Nashville, Tennessee *this* 29th *day of* October, *19* 65

Marie Holderfield *Notary Public*

Commission expires May 7, 1967

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 corporatoin by* ....self *as* .....

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

.....*Notary Public*

Commission expires .....

FILE:
Nashville Mortgage & Realty Co.

INSTALLMENT DEED

FROM

CHARLES E. VON SCHMITTOU ET UX

TO

BEDFORD C. GENTRY ET UX

04683

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

NOV 2 3 14 PM '65

NOTE: BOOK 112 PAGE 270
RECORDING FEE $ 3.75
DEP. REG. .....

Compliments of

Guaranty Title Company

A Division of

Kansas City Title Insurance Company

American Trust Building

S. W. Cor. Third & Union

NASHVILLE, TENNESSEE

STATE TAX $ 12.00
PROBATE 50
TOTAL $ 12.50

NOV 2 1965

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN

PAID NOV - 2 1965

#8,000

Void
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