NEW ADDRESS:
John B. Gibbs
1237 Dalemere Drive
Nashville, Tenn.

BOOK 3992 PAGE 902

TAX BILLS:
John B. Gibbs
1237 Dalemere Dr.
NASHVILLE, TENN.

Parcel Nos.
10D 37280
10D 31380

Map. 33
Par 11 - 16

INSTALLMENT DEED

FOR AND IN CONSIDERATION OF the sum of One Hundred & Eight Thousand, Seven Hundred & Fifty Dollars ($108,750.00), of which Four Thousand Dollars ($4,000.00) has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have this day executed their one promissory note in the sum of One Hundred & Four Thousand, Seven Hundred & Fifty Dollars, ($104,750.00) payable on or before five years after date with interest at the rate of 6% per annum. When the land herein conveyed is further subdivided into building lots, said lots will be released by the holders upon a payment of $2,000.00 for each lot released except the holders of said note will release their liens on each lot in the First Section as the building loans at Fidelity Federal are recorded, taking a second mortgage lien until the permanent loan is made on the house for the future owners of same; and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed, JOHN R. OZIER AND WIFE, MILDRED C. OZIER hereinafter called the grantors have this day bargained and sold, and do hereby transfer and convey unto JOHN B. GIBBS AND WIFE, BETTY L. GIBBS, herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Three tracts of land in the 10th Civil District of Davidson County, Tennessee, described as follows:

TRACT NO.1: Being part of Lot No. 2 on the Plan of James W. Cole Lands, of record in Plan Book 1, page 100, Chancery Court at Nashville, and in Book 58, page 547, Register's Office for said County, as follows:

Beginning at a point 22.4 poles from where the Dickerson Pike enters the southerly boundary of said tract and on the westerly boundary of Lot No. 1; thence north 88½° west 65.47 poles to the easterly line of the Wood Tract; thence with Wood's easterly line, north 61 1/5 poles to a stake; thence west 6.53 poles to a stake in W. H. Naive's eastern boundary line; thence north 78.30 poles to a stake 10 feet west of an old F & A beech; thence south 87° east 27 poles to a stake; thence south 41° east 26 poles to a stake; thence east 29 poles to a stake; thence south 95.3 poles to the beginning, containing 48 acres, more or less.

Included in the above described property but excluded therefrom are the following four parcels of land:

A tract of 8 acres, more or less, conveyed to Arthur C. Randolph by deed from J. M. Graham and wife, et al, of record in Book 1973, page 57, said Register's Office.
A small tract that was conveyed to Marvin E. Parks and wife, Ethel Ruby Qualls Parks, by deed of record in Book 2903, page 365, said Register's Office.
A Small tract of land that was conveyed to James Ellis Dalton and wife, Earline Hanna Dalton, being known as Lot "B" on the unrecorded Map of a part of said property, of record in Book 3035, page 155, said Register's Office.
A small tract of land that was conveyed to Claude E. Bingham and wife, Gertha Bingham, being known as Lot "A" on the unrecorded Map of a part of said property of record in Book 2926, page 413, said Register's Office.

TRACT NO. 2: Beginning at a stone in fance line, at the northwest corner of William Low's tract of land on G. E. Cunningham's south boundary line; thence along Cunningham's southerly boundary line and with a fence, north 86° west 742 feet to an iron pin; thence south 17° 30' west 246 feet along a fence, to an iron pin; thence south 3° east 62 feet to an iron pin; thence south 45° 30' east 540 feet to an iron pin; thence south 89° east 412 feet to an iron pin, which is 7 feet east of an old cedar; thence with an old fence in Low's westerly boundary line, north 2° 10' east 631 feet to the beginning, containing 10.24 acres, more or less.

TRACT NO. 3: Beginning at an iron pin at the northwest intersection of Old Dickerson Pike and Campbell Road; thence with the margin of Campbell Road, north 88° 30' west 357 feet to an iron pin; thence north 2174 feet to an iron pin; thence south 85° east 177 feet to an iron pin at the west corner of a tract of 8.5 acres that was conveyed to J. W. Ragan by deeds of record in Book 932, page 298, and Book 1361, page 396, Register's Office for said County, now known as the Bill Long Property; thence along the southwest line of said 8.5 acre tract, south 47° 30' east 1035 feet to a large hackberry tree in the north margin of Old Dickerson Pike; thence with the margin of said Pike, south 56° west 75 feet to an iron pin, and continuing with the margin of said Pike, south 20° west 1516 feet to the point of beginning, containing 29.71 acres, together with all right in and to the tract now occupied by Mrs. Sissie Lowe.

Being the same property conveyed to John R. Ozier and wife by deed from Tennessee Dr. Pepper Bottling Company, Inc. as of record in Book 2956 PAGE 43 Register's Office for Davidson County, Tennessee.

*or in the alternate, the holders will execute a subordinate agreement with Fidelity Federal or whomever makes the construction loans.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said John B. Gibbs and wife, Betty L. Gibbs, 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 and our heirs and representatives, to warrant and forever defend the title to said real estate to said John B. Gibbs and wife, Betty L. Gibbs, 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 John B. Gibbs and wife, Betty L. Gibbs,

do hereby transfer and convey unto Tom G. Coleman, Jr., 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 John B. Gibbs, and wife, Betty L. Gibbs

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 John B. Gibbs and wife, Betty L. Gibbs 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 John B. Gibbs and wife, Betty L. Gibbs 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 Tom G. Coleman, Jr., 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 John R. Ozier and wife, Mildred C. Ozier and John R. Gibbs and wife, Betty L. Gibbs hereunto set our hands at Nashville, Tennessee, this the 21st day of February 19 66

John R. Ozier

Mildred C. Ozier

John R. Gibbs

Betty L. Gibbs

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Jean West, a Notary Public in and for said County and State, the within named John R. Gibbs and wife, Betty L. Gibbs and John R. Ozier and wife, Mildred C. Ozier

the bargainors, 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 21st day of February, 19 66

Commission Expires March 5th 1968

Jean West, 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 _____

STATE OF TENNESSEE
Davidson County

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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

Coleman & Campbell
303 Stahlman Bldg.

INSTALLMENT DEED

FROM

John B. Dier et ux

TO

John B. Gibbs et ux

Attorneys Title Company
Title Guaranteed

NASHVILLE, TENN.

589419

This instrument was prepared by
Tom G. Coleman, Jr., Atty
303 Stahlman Bldg
Nashville, Tenn.

19240

STATE TAX $ 163.13
PROBATE 50
TOTAL $ 163.63

MAR 2 1966

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

PAID MAR 2 1966

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN.

MAR 2 10 21 AM '66

NOTED: BOOK 113 PAGE 582
RECORDING FEE $ 2.50
DEP. REG. C