BOOK 4040 PAGE 194

This Instrument Was Prepared By

INSTALLMENT DEED

Of The Law Firm Pedigo & Saindon

Stahlman Building, Nashville, Tennessee

FORM 1003

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP, PARCEL NUMBER
James V. Gateley	Same	Map 148
(NAME:)	(NAME:)	Pa. 107
Railroad Avenue		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	2D
Antioch, Tennessee		MS
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION OF the sum of Fifty-Five Hundred Dollars ($5500.00)------

---DOLLARS

of which $ 1500.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees, James V. Gateley and wife, Marion M. Gateley have executed one note in the principal amount of Four Thousand Dollars ($4000.00) to be paid in sixty (60) monthly installments of Seventy-seven dollars and thirty-four cents ($77.34) each, including principal and interest at the rate of six per cent (6%) per annum; first installment being due on or before thirty (30) days from date of deed and each succeeding installment being due on or before each succeeding thirty days until all of said installments have been paid in full.

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.

Lula Mai Butner Stacy

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

James V. Gateley and wife, Marion M. Gateley

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

A lot or parcel of land lying wholly within the Antioch Community, Second Civil District, Davidson County, Tennessee, and bound, in general, by Brimm on the north, L & N Railroad on the east, Nevils on the south and an alley on the west.

BEGINNING at an iron pin that is 25 feet west of the center-line of the main L & N Railroad tracts, at Nevils northeast corner; thence with his north line, South 53 degrees 25 min. West 217.6 feet to an iron pin in the center of a 13-foot alley; thence with said center-line, North 53 degrees West 135 feet to an iron pin, the southwest corner of Brimm; thence with his south staked line, North 51 degrees East 269.5 feet to an iron pin that is 25 feet west of the center of the main tracts of the L & N Railroad; thence with a line parallel to and 25 feet west of said center-line, South 30 degrees 30 min. East 144 feet to the point of beginning, and contains 0.77 acres, more or less, according to a survey made by C. K. McLemore on July 14, 1966.

BEING the same property conveyed to Lula Mai Butner by deed from Ruth J. Goodwin Gough, individually and as trustee, William Granville Goodwin, and W. B. Goodwin, of record in Book 2692, page 17, Register's Office for Davidson County, Tennessee.

The Plan of record in Book 161, page 55, said Register's Office, shows right-of-way of the N. C. & St. L. Railroad extending 40 feet westerly from the main tract. Other plans indicate existence of charter right-of-way of 100 feet from main tract. Description of premises commences 25 feet from center of railroad. All liability as to railroad right-of-way as the same in fact exists will be excepted.

Title to that portion of the premises embraced within the bounds of any roads, streets, alleys, and avenues.

CONT'D NEXT PAGE

unimproved ( )
This is improved (X) property, known as Railroad Avenue, Antioch, Tennessee
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, 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, except by taxes for 1966 which have been prorated and assumed by the grantees.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said real estate to said grantees, 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 grantees herein do hereby transfer and convey unto Phillip Saindon Trustee, his successors and assigns, the real estate herwinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. We, the said grantees 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 $4000.00 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 interest 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 grantees, 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 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 advise 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 the grantees herein, their heirs, 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 the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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 grantors and grantees, have hereunto set our hands this the 26th day of July 1966.

Lula Mai Butner Stacy James V Gateley
Lula Mai Butner Stacy
formerly Lula Mai Butner Marion M. Gateley

RECORDER'S NOTE
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

STATE OF Tennessee
COUNTY OF Davidson

Personally appeared before me Ethelyne Tatom, a Notary Public in and for said County and State, the within named bargainor, Lula Mai Butner Stacy, James V. Gateley and wife, Marion M. Gateley 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, Tenn. this 26th day of July 1966.

Commission Expires 2/18/68 Ethelyne Tatom Notary Public.

STATE OF _____
_____ County

STATE TAX $ 8.25
PROBATE .50
TOTAL $ 8.75

Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared JUL 20 1966 and _____, with whom I am personally acquainted and who upon { his oath / their several oaths } acknowledged { himself / themselves } to be the R. E. WORRALL COUNTY COURT CLERK DAVIDSON COUNTY 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 purpose therein contained by signing the name of the corporation by the said _____ as such _____ and attesting the same by the said _____ as such _____.

PAID JUL 25 1966

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

My commission expires _____ Notary Public

Rec. Tax 8.75 Stamps — 1.65 Rec. — 2.50

TURRENTINE REALTY CO.

INSTALLMENT DEED

FROM

LULA MAI BUTNER STACY

TO

JAMES V. GATELEY AND WIFE,

MARION M. GATELEY

Attorneys Title Company
Tides Guaranteed
NASHVILLE, TENN.

37328

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY

JUL 28 9 10 AM '66

NOTE BOOK 114 PAGE 334
RECORDING FEE $ 2.50
DEP. REG. _____

2.50

#12.90