THIS INSTRUMENT PREPARED BY:
LEON GILBERT, 1013 SUDEKUM BLDG.,
NASHVILLE, TENNESSEE.

Installment Deed

BOOK 4084 PAGE 125

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
GEORGE W. HARLAN (NAME:)	GEORGE W. HARLAN (NAME:)	81-6
2012 TWENTY-FOURTH AVE., N., (STREET ADDRESS OR ROUTE NUMBER)	2012 TWENTY-FOURTH AVE., N., (STREET ADDRESS)	353
NASHVILLE, TENNESSEE (CITY) (P. O. ZONE) (STATE)	NASHVILLE, TENNESSEE. (CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of

FORTY-TWO HUNDRED FIFTY AND NO/100 ($4250.00) *Dollars,*

of which TWO HUNDRED TEN AND NO/100 ($210.00)

Dollars, has been paid in cash,

by George W. Harlan and wife, Millie Harlan, to Leon Gilbert,

the receipt of which is hereby acknowledged, and for the remainder

FOUR THOUSAND FORTY AND NO/100 ($4040.00) *Dollars,*

the said George W. Harlan and wife, Millie Harlan,

have executed their one note dated November 1st, 1966, in the sum of Four Thousand Forty and no/100 ($4040.00) Dollars, payable to the order of Leon Gilbert in monthly installments of Thirty-five and no/100 ($35.00) Dollars each, the first of said payments to be due December 1st, 1966, and those following to be due on the first day of each consecutive month thereafter, until the entire principal sum of Four Thousand Forty and no/100 ($4040.00) Dollars is paid in full, by applying said monthly installments first to interest at the rate of six per cent per annum on the unpaid balance of the principal of said note, and the remainder of each of said installments to be applied on the unpaid balance of the principal of said note;

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, the said Leon Gilbert,

have this day bargained and sold, and do hereby transfer and convey unto the said George W. Harlan and wife, Millie Harlan, their *heirs and assigns,*

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

Being Part of Lot No. 16 on the Map of the Nichol Property, as of record in Book 31, page No. 603, Register's Office for Davidson County, Tennessee, and a 20 foot strip of ground in the rear of said lot, the entire tract being described as follows:
Beginning in the center line of 24th Avenue North, the northwest corner of the Wesley Hyde Property; thence with Hyde's north line east 170 feet to a point in the west line of the property formerly owned by L. O. Moore; thence with Moore's west line north 50 feet; thence west 170 feet to the center line of 24th Avenue, North; thence south along the center line of said Avenue 50 feet to the beginning. Being the same property conveyed to the undersigned Leon Gilbert by deed from Elkin Garfinkle, Trustee, dated October 29th, 1966, and of record in Book 4073, page 223, R. O. D. C., Tenn., to which reference is here made.

An easement of 15 feet has been granted to the Metropolitan Government for a sewer to be laid across this property, with the agreement that this property will be provided with a free sewer tap.

This is { unimproved / improved } property, known as 2014 (House Number) TWENTY-FOURTH AVE., (Street) N., P. O. Address: NASHVILLE, (City or Town) TENNESSEE

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said George W. Harlan and wife, Millie Harlan, their (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,* except for easement above set out.

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* George W. Harlan and wife, Millie Harlan, 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 George W. Harlan and wife, Millie Harlan, *hereinafter referred to as trustors, hereby transfer and convey unto* Elkin Garfinkle, *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 insurable value *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

[redacted]

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:

or the lawful owner and holder of the note or his agent

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, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 1st *day of* November, *19*66.

Leon Gilbert
LEON GILBERT

George W. Harlan
GEORGE W. HARLAN

Mrs Millie Harlan
MILLIE HARLAN

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, L. Paul Jones, *a Notary Public in and for said County and State,* LEON GILBERT, GEORGE W. HARLAN AND WIFE, MILLIE HARLAN,

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* FIRST *day of* NOVEMBER, *19*66.

L. Paul Jones
Notary Public

Commission expires Aug. 9, 1970

NOTARIAL SEAL DAVIDSON COUNTY, TENN.

STATE OF.....
COUNTY OF.....

Personally appeared before me, ..., a Notary Public in and for said County and State, ...

the within named 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 }
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.....

se mail to:
GILBERT
1013 SUDEKUM BLDG.,
NASHVILLE, TENN.

INSTALLMENT DEED

FROM

LEON GILBERT

TO

GEORGE W. HARIAN AND WIFE,

MILLIE HARIAN.

STATE TAX $ 63.50
PROBATE $ 1.00
TOTAL

DEC 7 1966

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
PAID DEC 7 - 1966

STATE TAX $ 2.00
PROBATE $ .50
TOTAL

DEC 7 1966

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
PAID DEC 7 - 1966



5 3 6 1 3

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

DEC 7 12 44 PM '66

NOTED BOOK 115 PAGE 449
RECORDING FEE $ 2.50
DEP. REG. 22

Compliments of

Guaranty Title Company

A Division of

Kansas City Title Insurance Company

American Trust Building

S. W. Cor. Third & Union

NASHVILLE, TENNESSEE