nd Tax Statement to: James E. Gray, 4009 Crestridge Drive, Nashville, Tenn.

BOOK 4115 PAGE 487

INSTALLMENT DEED

Map, 132-2 Par. 13 fw

For and in Consideration of the sum of THIRTY-SEVEN THOUSAND FIVE HUNDRED ($37,500.00) Dollars, of which SEVEN THOUSAND FIVE HUNDRED ($7,500.00) Dollars, has been paid in cash by James E. Gray and wife, Gladys Greer Gray the receipt of which is hereby acknowledged, and for the remainder THIRTY THOUSAND ($30,000.00) Dollars, the said James E. Gray and wife, Gladys Greer Gray have executed their promissory note of even date herewith in the principal amount of THIRTY THOUSAND ($30,000.00) DOLLARS bearing interest from date at the per annum rate of 6%, said principal and interest to be repaid in consecutive quarterly installments of ~~FIVE HUNDRED ($500.00) DOLLARS~~ principal each together with interest from date on the balance, the first of said installments of principal and interest to become due three months from date, June 23, 1967, and the last of said installments to become due and payable on March 23, 1982.

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, ~~Richard~~ W. Weesner and George W. Weesner, devisees under the will of A. M. Weesner have this day bargained and sold, and do hereby transfer and convey unto the said James E. Gray and wife, Gladys Greer Gray, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 67 on the Map of Brookhaven Estates, as of record in Book 1835, page 49, 50 and 51, Register's Office for said County. Said Lot fronts 203.2 feet on the north side of Crestridge Drive, and runs back 257.2 feet on the east line and 260 feet on the west line, to a dead line in the rear on which it measures 140 feet.

This covenant is made subject to the following:

Restrictions recorded prior to February 15, 1950, in Book 1578, page 276, and in Book 1786, page 501, and restrictions recorded April 11, 1951, in Book 1969, page 609, copies ~~attached~~.

The recorded plan shows an Owner's Certificate, copy attached, a 75-foot set-back line from Crestridge Drive, a 10-foot easement along the northerly rear line of the lot, and an easement 2½x15 feet on Crestridge Drive, at the southwest corner of the lot.

Being the same property vested in Richard W. Weesner and George W. Weesner, devisees under the will of A. M. Weesner, recorded in Will Book 85, Page 459, Probate Clerk 's Office for Davidson County, Tennessee

This instrument was prepared by Russell H. Hippe, ~~Jr.~~, Attorney, 26th Floor, Life & Casualty Tower, ~~Nashville~~, Tennessee

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said James E. Gray and wife, Gladys Greer Gray, 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 James E. Gray and wife, Gladys Greer Gray, 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 James E. Gray and wife, Gladys Greer Gray

do hereby transfer and convey unto Charles C. Trabue, 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 James E. Gray and wife, Gladys Greer Gray

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 $maximum value 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 James E. Gray and wife, Gladys Greer Gray 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; or if 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 James E. Gray and wife, Gladys Greer Gray, their 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 Charles C. Trabue, 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 Richard W. Weesner and George W. Weesner and James E. Gray and wife, Gladys Greer Gray hereunto set our hands at Nashville, Tennessee, this the 23rd day of March 1967.

Richard W. Weesner - Richard W. Weesner

George W. Weesner - George W. Weesner

James E. Gray - James E. Gray

Gladys Greer Gray - Gladys Greer Gray

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Anice Gray, a Notary Public in and for said County and State, the within named Richard W. Weesner, George W. Weesner, James E. Gray and Gladys Greer Gray

the 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 23rd day of March, 1967

Commission Expires May 6, 1969 Anice Gray, 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 4115 PAGE 490

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

STATE TAX $ 562.50
PROBATE
TOTAL $ 562.50

MAR 28 1967

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

PAID MAR 28 1967

STATE TAX $ 2800
PROBATE
TOTAL $ 2800.50

MAR 28 1967

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

PAID MAR 28 1967

INSTALLMENT DEED

FROM Richard W. Weesner and George W. Weesner

TO James E. Gray and wife Gladys Greer Gray

Attorneys Title Company
Title Guaranteed
NASHVILLE, TENN.

65626

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

MAR 28 4 18 PM '67

NOTE 116 PAGE 140

RECORDING FEE $ 2.50

DEP. REG. _____

