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

Please mail to

LEON GILBERT
1013 SUDEKUM BUILDING
NASHVILLE, TENNESSEE 37219

PARCEL NUMBER
19W 14600
Map 82-12
Par. 113

Mail Tax Statements
to: Esker Bowers
316 N. 9th St
Nashville, Tenn. 37206

Installment Deed

M.O.

BOOK 4176 PAGE 170

FOR AND IN CONSIDERATION of the sum of

SEVEN THOUSAND AND NO/100 ($7000.00) *Dollars,*

of which SEVEN HUNDRED AND NO/100 ($700.00)

Dollars, has been paid in cash,

by Esker Bowers and wife, Marcella Bowers, to Leon Gilbert,

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

SIXTY-THREE HUNDRED AND NO/100 ($6300.00) *Dollars,*

the said Esker Bowers and wife, Marcella Bowers, *have executed*

and delivered their one note for Sixty-three Hundred and no/100 ($6300.00) Dollars, dated September 23rd, 1967, payable to the order of Leon Gilbert, in monthly installments of Eighty-two and 80/100 ($82.80) Dollars each, the first installment being due November 1st, 1967, and thereafter one installment on the first day of each succeeding month until the entire principal amount of Sixty-three Hundred and no/100 ($6300.00) 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 installment payment to be applied to the unpaid balance of the principal of said note, until said principal is paid in full,

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

Esker Bowers and wife, Marcella Bowers, their

(~~his, her, or their~~) *heirs and assigns,*

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

Being part of Lot No. 180 on the Plan of Neil S. Brown's Addition in East Nashville, as of record in Book 57, page 50, Register's Office for Davidson County, Tennessee, described as follows;
Beginning at a point on the southwesterly margin of North Ninth Street, the common corner of Lots Nos. 179 and 180 on said plan, thence northwestwardly, with the margin of said street, 64.1 feet to the southwest intersection of said street with the southerly margin of Marina Street, thence westwardly with the margin of Marina Street, 126.5 feet more or less, to the northeast corner of the property conveyed to V. H. Dixon, by deed from Atney Ray and wife, of record in Book 1109, page 599, said Register's Office; thence southwardly with Dixon's easterly line 86 feet to said Dixon's southeast corner; thence westwardly with said Dixon's southerly line, 30 feet to said Dixon's southwest corner in the easterly margin of an alley, thence southeastwardly with the margin of said alley, 42.1 feet to the common rear corner of said Lots Nos. 179 and 180, thence northeastwardly with the line between said two lots, 170 feet to the point of beginning.
Being the same property the title to which is vested in the undersigned Leon Gilbert by decree in the Chancery Court of Davidson County, Tennessee, Part One, in the cause of Allen H. Voss vs. Henry T. Ray et al., Rule No. 86019, a certified copy of which is of record in Book 4176, page 166, R. O. D. C., Tennessee, to which reference is here made.

O.K. IC

STATE TAX $ 10.50
PROBATE .50
TOTAL $ 11.00

SEP 29 1967
PAID SEP 29 1967 mk
R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

STATE TAX $ 4.30
PROBATE .50
TOTAL $ 4.80

SEP 29 1967
PAID SEP 29 1967 mk
R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.



TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said ESKER BOWERS AND WIFE, MARCELLA BOWERS, THEIR ~~XXXXXXXXXX~~ *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 one note for $2255.00 and interest at 6% per annum, held by Clerk & Master of Chancery Court and due February 23, 1968, to be paid by Leon Gilbert, and 1967 taxes 3/4 to be paid by Leon Gilbert, and 1/4 to be paid by Esker Bowers and wife, Marcella Bowers.

I *further covenant and bind* myself, my ~~XXXXXXXXXX~~ *heirs and representatives, to warrant and forever defend the title to said real estate to said* ESKER BOWERS AND WIFE, MARCELLA BOWERS, THEIR ~~XXXXXXXXXX~~ *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 ESKER BOWERS AND WIFE, MARCELLA BOWERS, *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

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 23rd *day of* SEPTEMBER, *19* 67.

Leon Gilbert
LEON GILBERT

Esker Bowers
ESKER BOWERS

Marcella Bowers
MARCELLA BOWERS

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Kossie Gardner, a Notary Public in and for said County and State, Leon Gilbert, the within named bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 23rd day of Sept., 1967.

Kossie Gardner
NOTARY PUBLIC

MY COMMISSION EXPIRES: 4-29-1969

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Kossie Gardner *a Notary Public in and for said County and State,* ESKER BOWERS AND WIFE, MARCELLA BOWERS, *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* 23rd *day of* SEPTEMBER, 1967. *, 19 .....*

Kossie Gardner *Notary Public*

Commission expires 4-29-1969

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN.
SEP 29 11 52 AM '67
RECORDING FEE $2.50
DEP. REG.
HOTEL TAX 1.25
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BOOK 4176

90221