Mortgage Co. Subdivision

BOOK 4176 PAGE 405

INSTALLMENT DEED

Map. 144-12
Par. 29 pw

For and in Consideration of the sum of Seven Thousand Five Hundred and No/100 --- ---------- ($7,500.00) ---------- Dollars,

of which Three Thousand ---------- ($3,000.00) ---------- Dollars,

has been paid in cash by D. Bergen White and wife, Linda White

the receipt of which is hereby acknowledged, and for the remainder of Four Thousand Five Hundred ---------- ($4,500.00) ---------- Dollars,

the said D. Bergen White and wife, Linda White have executed their installment deed note of even date herewith payable to the order of G. T. Developers, Inc., in one installment being due on the 21st day of November, 1967,

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, G. T. Developers, Inc.

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has this day bargained and sold, and does hereby transfer and convey unto the said D. Bergen White and wife, Linda White, their heirs and assigns,

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

Being Lot No. 28 on the plan of Otter Creek Hills of record in Book 3900, pages 110 and 111, Register's Office for said County.

Said Lot No. 28 fronts 105.9 feet on the westerly side of Otter Valley Lane and extends back 450 feet on the northerly line and 322 feet on the southerly line to a dead line measuring 450 feet thereon.

Being part of the real property conveyed to G. T. Developers, Inc., by deed from John D. Whalley, of record in Book 3613, page 339, said Register's Office.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said D. Bergen White and wife, Linda White, their heirs and assigns forever it covenants that it is lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

It further covenants and binds itself, its successors and representatives, to warrant and forever defend the title to said real estate to said D. Bergen White and wife, Linda White, 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 D. Bergen White and wife, Linda White

do hereby transfer and convey unto John D. Whalley, 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 D. Bergen White and wife, Linda White

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 $ NONE 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 D. Bergen White and wife, Linda White 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 D. Bergen White and wife, Linda White 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 John D. Whalley, 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 G. T. Developers, Inc. and D. Bergen White and wife, Linda White hereunto set our hands at Nashville, Tennessee, this the 21st day of May, 19 67

G. T. DEVELOPERS, Inc.

BY: John Whalley
Secretary

D. Bergen White

Linda White

This instrument was prepared in the office of Barksdale, Whalley, Leaver, Gilbert & Frank
1310 Nashville Bank & Trust Building
Nashville, Tennessee
By Walter C. Leaver, Jr.

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named D. Bergen White and wife, Linda White

the bargainor, 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 May, 19 67

Mrs Hattie S Jackson, Notary Public.

Commission Expires May 31, 1971

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, Nancy Edwards, a Notary Public within and for the State and County aforesaid, personally appeared John D. Whalley and his oath (his oath) himself (himself) with whom I am personally acquainted and who upon (their several oaths) acknowledged (themselves) to be the Secretary ~~and XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX respectively of the~~ G. T. Developers, Inc. the within named bargainor, a corporation, and that (he) as such Secretary (they) ~~and XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said John D. Whalley as such Secretary, and attesting the same by the said _____ as such _____

Witness my hand and official seal at office at Nashville, Tennessee on this the 17th day of July, 1967

My commission expires Jan. 21, 1971

Nancy Edwards
Notary Public

INSTALLMENT DEED

FROM G.T. Developers, Inc.

TO D. Bergen White and wife, Linda White

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

$7,500

90331

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

SEP 29 2 57 PM '67
NOTED: BOOK 117 PAGE 413
RECORDING FEE $ 6.00
DEP. REG. 1.50

STATE TAX $ 11.25
PROBATE .50
TOTAL $ 11.75

SEP 29 1967

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

PAID SEP 29 1967

STATE TAX $ 2.50
PROBATE .50
TOTAL $ 3.00

SEP 29 1967

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

PAID SEP 29 1967