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

PARCEL NUMBER 2W-11630
Map 81-7
Pa1. 143

SEND TAX BILLS TO: Owner's same address
Mrs. Mildred C. Thompson
2007 9th Ave., North
Nashville, Tennessee

m.o.

BOOK 4208 PAGE 90

Installment Deed

FOR AND IN CONSIDERATION of the sum of

THIRTY-ONE HUNDRED FIFTY-SIX AND 30/100 ($3156.30) *Dollars,*

of which ONE THOUSAND AND NO/100 ($1000.00) DOLLARS

~~$$$$~~ *has been paid in cash,*

by Mildred C. Thompson to Leon Gilbert,

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

TWENTY-ONE HUNDRED FIFTY-SIX AND 30/100 ($2156.30) *Dollars,*

the said Mildred C. Thompson *has executed*
and delivered her forty-three notes, all dated January 15th, 1968, payable to the order of Leon Gilbert, due respectively on the fifteenth day of the forty-three consecutive months immediately following their date, the first note being in the sum of Sixty-seven and 08/100 ($67.08) Dollars, the second note being in the sum of Sixty and 50/100 ($60.50) Dollars, and those following reducing in the sum of twenty-five cents each, respectively, the last note being in the sum of Fifty and 25/100 ($50.25) Dollars, said notes bearing no interest, except after maturity, and being subject to no discount or rebate if paid before maturity,

Improved property, 2007 1/2 9th Avenue North.

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, unmarried,

have this day bargained and sold, and do hereby transfer and convey unto the said

Mildred C. Thompson, her sole and separate use, her

~~$$$$$$$~~, *heirs and assigns,*

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

Being the northern twenty-five feet of Lot No. 27, and the southern eleven feet and three inches of Lot No. 28, in the subdivision of Lot No. 8 in the Buena Vista Plan of lots as recorded in Book No. 57, page 26, Register's Office for Davidson County, Tennessee.

Said parts of lots together front thirty-six feet and three inches on the west side of Ninth Avenue North, formerly Buena Vista Turnpike Road and extends back westerly between parallel lines one hundred and twenty-nine feet to an alley.

Being the same property the title to which is vested in the undersigned Leon Gilbert by decree of Chancery Court of Davidson County at Nashville in the cause of Alfred McCullough et al., vs. Leonard C. McCullough et al., Rule No. 88926, to which reference is here made.

Note; for financial assistance given Mildred C. Thompson, in purchasing said property she hereby agrees, that Clarence L. Moore will have the right to have a part of the house to live in during his natural lifetime. Provided, however, above described notes are not in default, in which event this life time privilege shall be void.

I hereby swear or affirm that the actual consideration or true value for this transfer, whichever is greater, is $ 3156.30
Affiant Lew Silbert
Subscribed and sworn to before me this 30 day of Jan 19 68
J. Gentry
Deputy Register

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Mildred C. Thompson, for her sole and separate use, her

~~&~~ *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 1968 taxes to be paid by Mildred C. Thompson.

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Mildred C. Thompson, for her sole and separate use, her

~~&~~ *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 Mildred C. Thompson and Clarence L. Moore,

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 $ 7777 *, 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 notes 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 15th *day of* January, *19* 68

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Leon Gilbert
LEON GILBERT

Mrs Mildred C. Thompson
MILDRED C. THOMPSON

Clarence L Moore

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

JAN 30 11 39 AM '68

NOTED BOOK 118 PAGE 191
RECORDING FEE 8.50
DEP. REG. ____

STATE TAX $ 8.32
PROBATE .50
TOTAL $ 8.82

JAN 30 1968

FELIX Z. WILSON, II
COUNTY REGISTER
DAVIDSON COUNTY, TENN

STATE TAX $ 8.32
PROBATE .50
TOTAL $ 8.82

JAN 30 1968

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, J. F. McClellan *a Notary Public in and for said County and State,* LEON GILBERT AND MILDRED C. THOMPSON, and Clarence L. Moore

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* 15th *day of* JANUARY, *19* 68.

J. F. McClellan
Notary Public

Commission expires 1/29/69