This instrument was prepared by:
David O. Condra, Attorney
Life and Casualty Tower
Nashville, Tennessee

INSTALLMENT DEED BOOK 4208 PAGE 429

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mr. Gordon K. Adams		Map 60-16
(NAME)	(NAME)	
2817 Brunswick Drive	Same.	Par. 42
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION OF the sum of ($10,500.00)
Ten thousand five hundred and No/100---------- DOLLARS
of which $ 600.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed one subordinate lien note of even date herewith in the principal amount of $9,900.00 payable to M. H. Webb in monthly installments of $90.00 each. Interest at the rate of 6% per annum is included in the $90.00 monthly installments, and said installments are first to be applied to the interest with the remainder being applied to the principal. The first of these installments is to fall due of February 20, 1968, and on the 20th day of each succeeding month thereafter until this note is paid in full. (It is understood and agreed that a late charge may be imposed on any installment delinquent in excess of fifteen (15) days.

It is understood and agreed that the above described lien is inclusive of and subordinate to a prior lien secured by an instrument recorded in B. 3100, p. 278, R.O.D.C., Tenn. in the principal balance of $7,131.68. Said prior lien note is payable in monthly installments of $67.71, which includes both principal and interest. It is also understood and agreed that monthly payments on the prior lien note will be made by the Mortgage Holder out of the payments made on the note set up in this instrument.

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

We, M. H. Webb and wife, Ida Nell Webb

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

Gordon K. Adams and wife, Bobbie J. Adams

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 61 on the Map of Capitol View Subdivision, of record in Book 974, pages 52 and 53, Register's Office for said County.

Said Lot No. 61 is described as beginning at a point in the westerly margin of Brunswick Drive at the common corner of Lots Nos. 60 and 61; thence with the line between said lots, westerly to a point, the common corner of Lots 60, 61, 62 and 63; thence with the line between Lots Nos. 61 and 62, southerly 63.7 feet to a point in the northerly margin of Brunswick Drive; thence with the northerly margin of same, easterly 116.2 feet to a point, the beginning of a curve; thence around said curve in a northeasterly direction 74.5 feet to a point in the westerly margin of said Drive; thence northerly with the westerly margin of same, 22.5 feet to the point of beginning.

Being the same property conveyed to M. H. Webb by deed from Lucien Joseph Campbell, Jr. and wife, of record in Book 4205, page 960, Register's Office for Davidson County, Tennessee.

This is unimproved ( ) improved (X) property, known as 2817 Brunswick Drive (House Number) (Street) Nashville P. O. Address: (City or Town) (Postal Zone)

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, 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 the said real estate to said grantees, 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 grantees herein do hereby transfer and convey unto Joe B. Webb 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 grantees 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 $ indebtedness 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 interest 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 grantees, 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 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 advise 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 the grantees herein, their heirs, 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 the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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 grantors and grantees, have hereunto set our hands this the 20th day of January 19 68.

Gordon K. Adams
Bobbie J. Adams

M. H. Webb
Ida Nell Webb

STATE OF TENNESSEE
COUNTY OF DAVIDSON

I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transfer or value of the property transferred, whichever is greater, is $10,500.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

M. H. Webb Affiant

Subscribed and sworn to before me this the 20th day of January, 1968.

STATE OF Tennessee
COUNTY OF Davidson

Commission expires: 4/27/69
Notary Public

Personally appeared before me, D. B. Tune, *a Notary Public in and for said County and State,* M. H. Webb and wife, Ida Nell Webb and Gordon K. Adams and wife, Bobbie J. Adams *the within named bargainors, 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* 20th *day of* January, *19* 68.

Notary Public

Commission expires 4/27/69

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* ..... *the within named bargainor, a corporation, and that he as such* ..... *being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by* ..... *self as* .....

STATE TAX $ 2.730
PROBATE .50
TOTAL $ 7.80

STATE TAX $ 7.30
PROBATE .50
TOTAL $ 7.80

JAN 31 1968

Witness my hand and seal, at office in ..... *this* ..... *day of* ..... *19* .....

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

Commission expires .....

JAN 31 1968

FELIX Z. WILSON, II *Notary Public*
COUNTY REGISTER
DAVIDSON COUNTY, TENN.

INSTALLMENT DEED

FROM M. H. Webb, et ux

TO Gordon K. Adams, et ux

10 SAC

04298

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

JAN 31 12 10 PM '68

RECD. BOOK 118 PAGE 198

RECORDING FEE $ 3.00

DEP. REG. 99

Compliments of

H. G. HILLSMAN & SON

914 NORTH FIRST ST. PHONE 262-0713
NASHVILLE, TENN. 37207