Installment Deed

BOOK 4215 PAGE 320

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Promotion Service Company, Inc.	Promotion Service Company, Inc.	Map 42-16
(NAME:) P. O. Box 485	(NAME:) P. O. Box 485	Par. 160
(STREET ADDRESS OR ROUTE NUMBER) Madison, Tennessee 37115	(STREET ADDRESS) Madison, Tennessee 37115	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of EIGHTEEN THOUSAND and NO/100 - ($18,000.00) *Dollars, of which* THREE THOUSAND and NO/100 - ($3,000.00) - *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* FIFTEEN THOUSAND and NO/100 - ($15,000.00) *Dollars,* ~~COMPANY~~ PROMOTION SERVICE, INC., a Tennessee corporation, has executed and delivered its one note for FIFTEEN THOUSAND and NO/100 ($15,000.00) DOLLARS, payable to the order of LEON GILBERT, dated of even date, due in 139 installments of ONE HUNDRED FIFTY and NO/100 ($150.00) DOLLARS, the six (6%) per cent interest having been computed, prorated and added into said monthly installments, which are due respectively on the first day of the 139 consecutive months immediately following the date of the note, said installments to be applied first to interest at the rate of six (6%) per cent per annum, on the unpaid balance of the principal, and the remainder of each installment to be applied on the unpaid balance of the principal. Privilege of pre-payment, after January 2, 1969, is reserved on said note upon giving thirty (30) days' written notice before a payment date to said LEON GILBERT. Part or all of said note may be prepaid. Each and all of said monthly installments shall bear six (6%) per cent interest in addition thereto after due date.

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, LEON GILBERT, an unmarried man, has ~~does~~ ~~COMPANY~~ *this day bargained and sold, and* ~~do~~ *hereby transfer and convey unto the said* PROMOTION SERVICE, INC., a Tennessee corporation, its *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Being Lot No. 20 of the Plan of Douglas-Levine Subdivision, Madison, Tennessee, as of record in Book 547, page 44, Register's Office for Davidson County, Tennessee, and more particularly described as follows:

Said Lot No. 20 fronts 100.9 feet on the northerly margin of a street marked "Road" on said above mentioned plan, but is commonly known as "Madison Road", being the road which leads from the Gallatin Pike to the old depot; said Lot No. 20 runs back northerly 319.53 feet on its easterly line and 333.5 feet on its westerly line, to a dead line, on which it measures 100 feet, (said dead line being the southerly margin of Lot No. 23 in said Douglas-Levine Subdivision.)

Being the said property conveyed to Leon Gilbert by deed from Harris Gilbert, Pauline Gilbert, and Charles Gilbert, Jr., of record in Book 4210 page 329, Register's Office for Davidson County, Tennessee, to which reference is here made.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$_____ _____ Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE _____ DAY OF _____ 19__

MY COMMISSION EXPIRES: _____ (AFFIX SEAL) _____ Notary Public

I hereby swear or affirm that the actual consideration or true value for this transfer, whichever is greater, is $18,000.00. Affiant Richard Daniel, atty for Grantee
Subscribed and sworn to before me this 28 day of Feb. 1968.

Deputy Register D Gentry.

This is unimproved (X) improved ( ) property, known as 100 Madison Road (House Number) (Street) in Madison P. O. Address: (City or Town), Tennessee

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said PROMOTION SERVICE, INC., its COMPANY (successors), *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, which are assumed by purchaser.

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* PROMOTION SERVICE, INC., its COMPANY *(successors), 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 PROMOTION SERVICE, INC., COMPANY *hereinafter referred to as trustors, hereby transfer and convey unto* HARRIS A. GILBERT, *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 $....., 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:

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 16 *day of* February, *19*68.

Leon Gilbert

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

PROMOTION SERVICE COMPANY, INC.
By: Warner T. Ralls
Warner T. Ralls, President

ATTEST: Margery D. Cude
Margery D. Cude, Secretary

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Nancy Edwards, *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, Davidson County *Tennessee, this* 16th *day of* February, *19*68.

Nancy Edwards *Notary Public*

Commission expires January 21, 1971

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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Personally appeared before me, ..., *a Notary Public in and for said County and State,* .....

.....

the within named 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* .....

STATE TAX $ 46.80
PROBATE .50
TOTAL $ 46.30

Commission expires .....

FEB 28 1968

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

..... *Notary Public*

STATE TAX $ 13.00
PROBATE .50
TOTAL $ 13.50

FEB 28 1968

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

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, ..., *a Notary Public of the State and County aforesaid, personally appeared* Warner T. Ralls, *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* President *of the* PROMOTION SERVICE XXXXXX COMPANY, INC., *the within named bargainor, a corporation, and that* he *as such* President *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* him *self as* President

Witness my hand and seal, at office in Nashville, Davidson County, Tennessee *this* 16 *day of* February, *19* 68

Richard L. Jones *Notary Public*

Commission expires My Commission Expires OCT. 31, 1971

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, RICHARD L. JONES, a Notary Public within and for the State and County aforesaid, personally appeared Warner T. Ralls and Margery D. Cude, with whom I am personally acquainted and who upon their several oaths acknowledged themselves to be the President and Secretary respectively of the Promotion Service Company, Inc., the within named bargainor, a corporation, and that they as such President and Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said Warner T. Ralls as such President and attesting the same by the said Margery D. Cude as such Secretary.

Witness my hand and official seal at office at Nashville, Tennessee, on this the 16 day of February, 1968.

Richard L Jones
Notary Public

My Commission Expires: My Commission Expires OCT. 31, 1971

Please mail to
Henry Silverman
703 Stahlman Bldg.

INSTALLMENT DEED

FROM Leon Gilbert

TO Promotion Service Company, Inc.

07377

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

FEB 28 12 01 PM '68
NOTED: BOOK 4215 PAGE 338
RECORDING FEE $ 6.00
DEP. REG. 1.00

Compliments of

GUARANTY TITLE
Office of
CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE