FORM 1003

INSTALLMENT DEED

BOOK 4220 PAGE 774

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
James H. Whitsell, et ux (NAME:)	James H. Whitsell, et ux (NAME)	Map 17
1205 Rugby Dr. (STREET ADDRESS OR ROUTE NUMBER)	" (STREET ADDRESS)	Pt Par. 11
Nashville (CITY) (P. O. ZONE) (STATE)	" (CITY) (ZONE) (STATE)	Pd

mail

FOR AND IN CONSIDERATION OF the sum of -$3,500.00-
Three thousand five hundred and----------no/100 DOLLARS
of which $ 1,000.00 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 their one joint promissory note of even date in the amount of $2,500.00, payable the first year in the amount of $1,000.00, and the second year in the amount of $1,000.00 with the balance of $500.00 due the third year. This note bears interest at the rate of 5%.

I hereby swear or affirm that the actual consideration or true value for this transfer, whichever is greater, is $3500.00. Affiant Jas. H. Whitsell
Subscribed and sworn to before me this 19 day of March 1968.

Deputy Register L. Gentry

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,

John Frank Galbreath and wife, Annie Lee Galbreath

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

James H. Whitsell and wife, Carolyn Whitsell

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

A tract of land in the 10th Civil District of Davidson County, Tennessee, described according to a survey made by John P. Alley, Surveyor, November 4, 1965, as follows:

Beginning at an iron spike in the center of Greer Road at the intersection of the center line of said Road and a point in the eastern boundary line of John Benton property; thence north 3° 55' east 773 feet to an iron pin; thence south 86° 05' east 445 feet to an iron stake, black gum pointers; thence south 3° 25' west 560 feet to an iron stake; thence south 49° 15' west 431.2 feet to the center of Greer Road; thence with the center of the same north 48° 40' west 85 feet and north 57° 06' west 81.9 feet to the beginning, containing 7.62 acres, more or less.

Being part of the real property conveyed to John Frank Galbreath by deed from J. L. Galbreath, of record in Book 3804, page 742, Register's Office for said County.

This is unimproved ( ) improved ( ) property, known as ---------- (House Number) (Street) 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 E. L. Edwards, Jr. 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 $ actual value 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:

This instrument prepared by
COSS, JOHNSON & EDWARDS
ATTORNEYS AT LAW
303 3rd AVENUE, NORTH
NASHVILLE, TENNESSEE 37201

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 the grantors 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 31 day of December 19 65

John Frankiin Galbreath
John Frankiin Galbreath

Annie Lee Galbreath
Annie Lee Galbreath

James H. Whitsell
James H. Whitsell

Carolyn Whitsell
Carolyn Whitsell

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN.
MAR 19 7 40 AM '68
REGISTER'S OFFICE REG.

STATE TAX $ 3.35
PROBATE .50
TOTAL $ 3.35

MAR 19 1968

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

STATE TAX $ .50
PROBATE .50
TOTAL $ 1.00

MAR 19 1968

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

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned a Notary Public in and for said County and State, the within named John Frankiin Galbreath and wife, Annie Lee Galbreath and James H. Whitsell and wife, Carolyn Whitsell 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, Tenn. this 31 day of December, 1965

Commission Expires Oct. 30, 1966 Notary Public

STATE OF
County

Before me, a Notary Public within and for the State and County aforesaid, personally appeared and with whom I am personally acquainted and who upon (his oath / their several oaths) acknowledged (himself / themselves) to be the and respectively of the the within named bargainor, a corporation, and that (he / they) as such being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said as such and attesting the same by the said as such

WITNESS my hand and official seal at office at on this the day of 19

My commission expires Notary Public

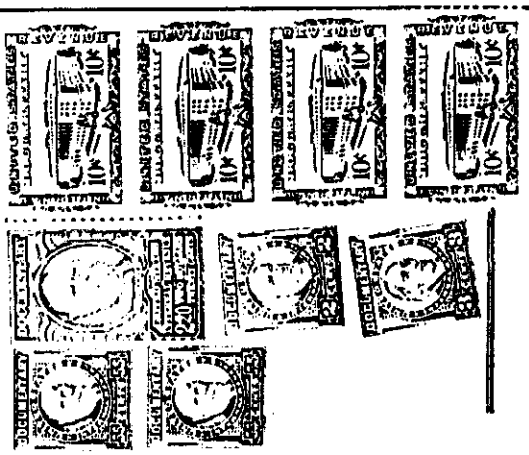
PAID APR 8 1966
R. E. MORRELL
COUNT COURT CLERK
DAVIDSON COUNTY, TENN.
STATE TAX $
PROBATE 50
TOTAL $ 5.75

INSTALLMENT DEED

FROM John Frankiin Galbreath, et ux

TO James H. Whitsell, et ux

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.



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 the grantors 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 31 day of December 19 65

John Frankiin Galbreath
John Franklin Galbreath

Annie Lee Galbreath
Annie Lee Galbreath

James H. Whitsell
James H. Whitsell

Carolyn Whitsell
Carolyn Whitsell

FELIX Z. WILSON II REGISTER DAVIDSON COUNTY STATE OF TENN.
REC'D FOR REG. Mar 19 7 40 AM '68
18 Page 448
Fee 3.00

STATE TAX $ 3.35
PROBATE .50
TOTAL $ 3.35

MAR 19 1968

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

STATE TAX $ .50
PROBATE .50
TOTAL $ 1.00

MAR 19 1968

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

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned a Notary Public in and for said County and State, the within named bargainor, John Franklin Galbreath and wife, Annie Lee Galbreath and James H. Whitsell and wife, Carolyn Whitsell 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, Tenn. this 31 day of December, 1965

Commission Expires Oct. 30, 1966 Notary Public

STATE OF
County

Before me, a Notary Public within and for the State and County aforesaid, personally appeared with whom I am personally acquainted and who upon (his oath / their several oaths) acknowledged (himself / themselves) to be the and respectively of the the within named bargainor, a corporation, and that (he / they) as such being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said as such and attesting the same by the said as such

WITNESS my hand and official seal at office at on this the day of 19

My commission expires

Notary Public

PAID APR 8 1966
STATE TAX $ 3.75
PROBATE .50
TOTAL $ 4.25
R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

INSTALLMENT DEED

FROM John Franklin Galbreath, et ux

TO James H. Whitsell, et ux

Attorneys Title Company
Title Guaranteed

NASHVILLE, TENN.