THIS DEED PREPARED BY:
O. B. Hofstetter, Atty
301 Union Street
Nashville, Tenn. 37201

Installment Deed

BOOK 4241 PAGE 650

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Willard F. Broadway et ux (NAME:)	Same (NAME:)	Map 91-13 Par. 125
514½ Stevenson St., (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville 9 Tenn. (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Six Thousand One Hundred Nine and 63/100 ($6,109.63)---------- *Dollars,*

of which Three Hundred Fifty and no/100 ($350.00)---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Five Thousand Seven Hundred Fifty-nine and 63/100 ($5,759.63)---------- *Dollars,*

grantees, Willard F. Broadway and wife Mary Jane Broadway do:

(1) assume and agree to pay a promissory note dated ~~to~~ executed June 8, 1968, in the amount of $3600.00, payable, with interest at 6% per annum, to M. S. Hofstetter, in 108 monthly installments of $43.23 each beginning July 8, 1968, and secured by Deed of Trust from William L. Gaskill & wife Catherine Gaskill to William S. Hofstetter, Trustee, of record in Book 4241, page 646, Register's Office for Davidson County, Tennessee; and (2) have executed and delivered to grantors their joint promissory note of even date herewith, payable with interest at 6% per annum, in monthly installments--the first 108 installments for $15.00 each and the remaining installments for $58.23 each, until the full amount of the principal of $2,159.63 and interest at 6% per annum from its date have been fully paid,

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, we, William L. Gaskill and wife Catherine Gaskill (nee Catherine Pack)

have this day bargained and sold, and do hereby transfer and convey unto the said Willard F. Broadway and wife Mary Jane Broadway, their

(successors), heirs and assigns,

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

Land in Davidson County, Tennessee, being part of Lot No. 160 and all of Lot No. 161 on the Map of West Nashville Heights, as of record in Book 332, page 127, Register's Office for said County. Said part of Lot No. 160 is described as follows:

BEGINNING at a point in the south margin of Summitt Street, the northwest corner of said Lot No. 160; running thence with the south margin of said Summitt Street, 50 feet eastwardly to a point, the northeast corner of said Lot No. 160; thence with the easterly line of said lot, southwardly 170 feet to an alley; thence with the northerly margin of said alley, westwardly 40 feet to a point; thence northwardly, parallel with the east line of said lot, 50 feet; thence westwardly parallel with the margin of Summitt Street, 10 feet to the west line of said Lot No. 160; thence northwardly with the west line of said lot, 120 feet to the south margin of Summitt Street, the point of beginning. Said Lot No. 161 fronts 50 feet on the southerly side of Summitt Street and runs back between parallel lines, 170 feet to an alley.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 6109.63

Subscribed and sworn to before me, this the 8th day of June 19 68

William L. Gaskill
Affiant

My commission expires: April 20-1970
(Affix Seal)

O. B. Hofstetter
Notary Public

Being the same property conveyed to William Gaskill and Catherine Pack by deed from James E. Dixon and wife, as of record in Book 3369, page 366, said Register's Office. Said Catherine Pack and Catherine Gaskill being one and the same person -- she and said William L. Gaskill having intermarried since said conveyance to them.

Said Lot 161 is subject to the following restrictions by instrument of record in Book 1452, page 165, Register's Office for said County:
"No dwelling smaller than a four room house, which if frame, must be painted, must be erected on any lot herein conveyed.
'Any dwelling must be on masonry foundation. If a composition shingle roof it shall be set-back in line with the other buildings on the street. If a masonry dwelling should be erected on either of these lots, the wooden trim must be painted."

A 009909

IDENTIF. REFERENCE

JUN 10 12 21 PM '68

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

This is ( ) unimproved (X) improved property, known as ..... Summit ..... Nsshville
(House Number) (Street) P. O. Address: (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their ..... *(successors), 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,* except by aforementioned Deed of Trust Note and 1968 taxes.

We ..... *further covenant and bind* ourselves, our ..... *heirs and representatives, to warrant and forever defend the title to said real estate to said* grantees, their ..... *(successors), 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 Willard F. Broadway and wife Mary Jane Broadway ..... *hereinafter referred to as trustors, hereby transfer and convey unto* William S. Hofstetter, *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 $ insurable value *, 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 8th *day of* June, *1968.*

William L. Gaskill
Catherine Gaskill
Willard F Broadway
Mary Jane Broadway

JUN 10 68	CONV	*6,109.20			
JUN 10 68	S'TAX		A*	15.86	
JUN 10 68	MORT'G	*2,159.63			
JUN 10 68	S'TAX		A*	.20	
JUN 10 68	PR'FEE		A*	.50	
JUN 10 68	W'DEED		A*	4.50	* 21.06

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, J. H. Watts Jr., *a Notary Public in and for said County and State,* William L. Gaskill, Catherine Gaskill, Willard F. Broadway and Mary Jane Broadway

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* 8th *day of* June, *1968.*

J. H. Watts Jr. *Notary Public*

Commission expires April 20-1970