Installment Deed

This instrument was prepared by
GRISSIM AND SHORT, Attorneys
Court Square Building
Nashville, Tennessee

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
GLENN F. NABORS ET AL	Same BOOK 4276 PAGE 404	Map 61-11 Par. 297
(NAME): 4106 Gallatin Road	(NAME):	
(STREET ADDRESS OR ROUTE NUMBER): Nashville, Tenn. 37216	(STREET ADDRESS):	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of THIRTY-FIVE THOUSAND AND NO/100---------

($35,000.00)---------- *Dollars,*

of which TEN THOUSAND, THREE HUNDRED, FORTY-NINE AND 56/100----------

($10,349.56)---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder TWENTY-FOUR THOUSAND, SIX

HUNDRED, FIFTY AND 44/100----------($24,650.44)---------- *Dollars,*

GLENN F. NABORS AND HASSELL H. BRUSH

HAVE ~~executed~~

1. ASSUMED AND AGREED TO PAY THE BALANCE REMAINING ON A VENDOR'S LIEN NOTE, IN THE AMOUNT OF $16,650.44, OF RECORD IN BOOK 4034, PAGE 941 REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

2. GIVEN ~~THEIR~~ NOTE OF EVEN DATE IN THE AMOUNT OF $8,000.00, PAYABLE TO THE GRANTORS IN MONTHLY INSTALLMENTS OF $154.67 FOR A PERIOD OF 5 YEARS. SAID PAYMENT INCLUDE PRINCIPAL AND INTEREST AT THE RATE OF 6% PER ANNUM.

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, EZELL DICKERSON AND WIFE, MILDRED DICKERSON

have this day bargained and sold, and do hereby transfer and convey unto the said GLENN F. NABORS AND HASSELL H. BRUSH

THEIR *(successors), heirs and assigns,*

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

THREE TRACTS OF LAND IN DAVIDSON COUNTY, TENNESSEE, AS FOLLOWS:
TRACT NO. 1: BEING PART OF THE WEST PART OF LOT "B" ON THE MAP OF THE. . . KENNEDY & GRAVES MONTE VISTA PLAN OF LOTS, OF RECORD IN BOOK 421, PAGE 123, REGISTER'S OFFICE FOR SAID COUNTY, AND PART OF THE ABANDONED RIGHT-OF-WAY OF THE GALLATIN INTERURBAN RAILWAY, LYING WEST OF THE SAME, AND DESCRIBED ACCORDING TO A COPY OF A SURVEY MADE NOVEMBER 28, 1947, BY JOHN M. SULLIVAN , COUNTY SURVEYOR, AS FOLLOWS:
BEGINNING AT A POINT IN THE PRESENT EASTERLY MARGIN OF GALLATIN PIKE, 26.8 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT "B", IF THE NORTH LINE OF SAID LOT WERE EXTENDED WESTERLY TO THE PRESENT EAST MARGIN OF GALLATIN PIKE; THENCE SOUTHERLY ALONG THE EASTERLY MARGIN OF SAID PIKE, 30 FEET TO A POINT; THENCE AT RIGHT ANGLES EASTERLY 102.5 FEET TO A POINT; THENCE NORTHERLY PARALLEL TO SAID PIKE, 30 FEET TO A POINT WHICH IS SOUTH 19 DEG. 30' WEST 17.5 FEET FROM THE NORTH LINE OF SAID LOT "B", SAID POINT BEING IN A SOUTHEAST CORNER OF THE LOT OWNED BY C. L. HARRIS; THENCE WESTERLY ALONG HARRIS' SOUTH LINE 102.5 FEET TO THE BEGINNING.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 35,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 2 DAY OF Feb 1965

MY COMMISSION EXPIRES: My Commission Expires July 6, 1968 Notary Public

TRACT NO. 2: BEING PART OF LOT "B" ON THE PLAN OF KENNEDY & GRAVES' MONTE VISTA SUBDIVISION, AS OF RECORD IN BOOK 421, PAGE 143, REGISTER'S OFFICE FOR SAID COUNTY, DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF A TRACT OF LAND CONVEYED TO C. C. WOLLARD AND WIFE, BY DEED FROM JESSIE MAI TODD, OF RECORD IN BOOK 1272, PAGE 460, SAID REGISTER'S OFFICE; THENCE SOUTHERLY ALONG THE EASTERN MARGIN OF SAID WOLLARD TRACT 42 FEET TO A POINT; THENCE WESTERLY AND IN LINE WITH THE SOUTHERLY MARGIN OF A TRACT OF LAND HERETOFORE SOLD TO JOHN B. MOYERS AND WIFE, 85 FEET TO AN ALLEY; THENCE NORTHERLY ALONG SAID ALLEY 46-1/2 FEET, MORE OR LESS TO A POINT; THENCE IN AN EASTERLY DIRECTION 85 FEET MORE OR LESS, TO THE BEGINNING.
TRACT NO. 3. BEING PART OF LOT "B" ON THE MAP OF KENNEDY & GRAVES' MONTE VISTA SUBDIVISION, AS OF RECORD IN BOOK 421, PAGE 123, REGISTER'S OFFICE FOR SAID COUNTY, AND DESCRIBED ACCORDING TO A SURVEY MADE BY SOUTHERN LAND SURVEYING CO., INC., DATED APRIL 27, 1967, AS FOLLOWS:
BEGINNING AT AN IRON STAKE AT THE NORTHEAST CORNER OF TRACT 1 CONVEYED TO EZELL DICKERSON AND WIFE BY DEED OF RECORD IN BOOK 4034, PAGE 941, REGISTER'S OFFICE FOR SAID COUNTY, SAID POINT BEING LOCATED, SOUTH 65 DEG. 37' EAST 102.5 FEET FROM THE EASTERLY MARGIN OF GALLATIN ROAD; THENCE SOUTH 25 DEG. 16' WEST 17.60 FEET TO THE NORTHERLY LINE OF LOT "B", ABOVE REFERRED TO; THENCE ALONG DICKERSON'S LINE, NORTH 65 DEG. 37' WEST 33.30 FEET TO A STAKE; THENCE CROSSING HARRIS' LOT, NORTH 23 DEG. 17' EAST 20 FEET TO AN IRON STAKE IN THE NORTHERLY BOUNDARY OF LOT "B", ABOVE REFERRED TO; THENCE ALONG THE SAME, SOUTH 62 DEG. 16' EAST 33.80 FEET TO AN IRON STAKE; THENCE SOUTH 25 DEG. 16' WEST 17.60 FEET TO THE POINT OF BEGINNING, CONTAINING 631 SQUARE FEET, MORE OR LESS.
SAID TRACTS NOS. 1 AND 2 BEING THE SAME REAL PROPERTY CONVEYED TO EZELL DICKERSON AND WIFE, MILDRED DICKERSON, BY DEED FROM MARY ELIZABETH MOYERS, OF RECORD IN BOOK 4034, PAGE 941, AND SAID TRACT NO. 3 BEING THE SAME REAL PROPERTY CONVEYED TO EZELL DICKERSON AND WIFE, MILDRED DICKERSON, BY DEED FROM C. L. HARRIS AND WIFE, OF RECORD IN BOOK 4128, PAGE 420, REGISTER'S OFFICE FOR SAID COUNTY.

unimproved ( )
This is improved (X) property, known as 4110 GALLATIN ROAD (House Number) (Street) NASHVILLE, TENNESSEE 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 GLENN F. NABORS AND HASSELL H. BRUSH 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.*

WE *further covenant and bind* OURSELVES, OUR *heirs and representatives, to warrant and forever defend the title to said real estate to said* GLENN F. NABORS AND HASSELL H. BRUSH 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 GLENN F. NABORS AND HASSELL H. BRUSH

hereinafter referred to as trustors, hereby transfer and convey unto HUNTER SHORT, *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 $ 24,600.00, *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 21st *day of* Oct., *19* 68

Glenn F Nabors

Hassell H. Brush

Ezell Dickerson

Mildred Dickerson

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, ..., *a Notary Public in and for said County and State,* EZELL DICKERSON AND WIFE, MILDRED DICKERSON, AND GLENN F. NABORS AND HASSELL H. BRUSH

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* 22nd *day of* Oct., *19* 68

Commission expires My Commission Expires Nov. 6, 1968

..... *Notary Public*

STATE OF.....
COUNTY OF.....

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....., 19.....

.....*Notary Public*

Commission expires.....

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

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

.....*Notary Public*

Commission expires.....

OCT-96	CONV	35,000.00			
OCT-96	MORT'G	*8,000.00			
OCT-96	S'TAX		B*	91.00	
OCT-96	S'TAX		B*	6.00	
OCT-96	PB'FEE		B*	.50	
OCT-96	W'DEED		B*	6.00	* 103.50

Mail to Gulf Oleum
4106 Gallatin Rd.
Nashville Tenn -

INSTALLMENT DEED

FROM

EZELL DICKERSON AND WIFE,

MILDRED DICKERSON

TO

GLENN F. NABORS AND

HASSELL H. BRUSH

A 16264

IDENTIF. REFERENCE

OCT 9 12 06 PM '96

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Compliments of

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