This deed was prepared by James H. Hill, atty., 626 Gallatin Rd.,Madison,Tenn. 37115
New Owner: Larry Westbrook, 2700 Franklin Rd, Nashville, Tenn. 37204
Mail tax statements to Larry Westbrook, 2700 Franklin Rd.,Nashville, Tenn. 37204

BOOK 4278 PAGE 699

Map. 41
Par. 1-21
PW

Installment Deed

FOR AND IN CONSIDERATION of the sum of Forty-Seven Thousand, Five Hundred and No/100----------($47,500.00)----------*Dollars,* *of which* Nineteen Thousand and No/100----------($19,000.00)----------*Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Twenty-Eight Thousand, Five Hundred and No/100----------($28,500.00)----------*Dollars,* the grantee, Larry Westbrook, Trustee ha*S* *executed* an installment deed note of even date herewith in the principal sum of $28,500.00 payable to Richard Gregory, and/or wife, Mary Wendell Parrish Gregory in the following manner; the sum of Two Thousand ~~Eight~~ Hundred Fifty and No/100 Dollars ($2,850.00) shall be paid one year from date of the note, plus six per cent (6%) interest; the same sum, plus 6% interest shall be due and payable on the same day of each consecutive year thereafter for a period of nine (9) years, until said note is paid in full.

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, Richard Gregory, et ux, Mary Wendell Parrish Gregory, the grantors, *have this day bargained and sold, and do hereby transfer and convey unto the said* Larry Westbrook, Trustee, the grantee, with full power to sell and convey the property described hereinafter, his ----------*(successors), heirs and assigns, certain real estate in* Davidson *County, Tennessee, as follows:*

A certain tract or parcel of land lying in the 10th Civil District of Davidson County, Tennessee, described as follows:

BEGINNING at a corner post on the County Road being the southwest corner of the original tract; running thence north 4° east 138.4 poles to an iron pin; thence south 87° east 35.72 poles to a corner; thence south 4° west 127.7 poles to a point; thence south 62½° west, 13.59 poles to a point; thence south 82½° west, 24.64 poles to the beginning. Said property contains 30 acres,more or less.

INCLUDED in the foregoing description, but expressly EXCLUDED from this conveyance is the following described property, same having heretofore been conveyed to C. N. Parrish and wife, Laura A. Parrish.

BEING a certain tract or parcel of land in the 10th Civil District, formerly the old 22nd District of said County and State, described as follows:

BEGINNING at a point in the north margin of Old Hickory Boulevard, said point being a point in the common boundary line of an 80.76 acre tract of land of Laura A. Parrish, as of record in Book 2546, page 65, Register's Office for Davidson County, Tennessee, and the common boundary line of a 30 acre tract of land of Richard Gregory, et ux, Mary Wendell Parrish Gregory, et al, as of record in Book 1711, page 419, Register's Office for Davidson County, Tennessee; thence with said point eastwardly

along the north margin of Old Hickory Boulevard for a distance of 213 feet to a point; thence extending back northwardly between two parallel lines for a distance of 500 feet to a dead line in the rear measuring 213 feet thereon, all described according to an unrecorded survey dated October 26th, 1965, by Odo E. Rhodes, Surveyor.

BEING the same property conveyed to Richard Gregory and wife, Mary Wendell Parrish Gregory, and her children, by deed from Laura A. Parrish and husband C. N. Parrish, of record in Book 1711, page 419, and by deed from Arene Gregory and husband, Thomas G. Gregory, of record in Book 3955, page 275, Register's Office for Davidson County, Tennessee.

(This property is improved and known as Old Hickory Boulevard, Whites Creek, Tennessee.) (37189)

OCT 15 88	CONV	47,500.00			
OCT 15 88	MORT	28,500.00			
OCT 15 88	S'TAX		B* 123.50		
OCT 15 88	S'TAX		B* 26.50		
OCT 15 88	PR'FEE		B* .50		
OCT 15 88	W'DEED		B* 6.00	*	156.50

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto, belonging, to the said Larry Westbrook, Trustee, his ____ (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* Grantee, his ____ (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 Larry Westbrook, Trustee ____ *hereinafter referred to as trustors, hereby transfer and convey unto* J. L. Carden, *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 $28,500.00, *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 8 *day of* Oct *, 19* 68.

Witness to the mark of
Richard Gregory by
Mrs Louise Hazlewood

Richard Gregory

Mary Wendell Parrish Gregory

STATE OF TENNESSEE
COUNTY OF Davidson

Personally appeared before me, undersigned *, a Notary Public in and for said County and State,* Richard Gregory, and wife, Mary Wendell Parrish Gregory, and Larry Westbrook, Trustee *the within named bargainor* S *, 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 Madison, Tennessee, *this* 8th *day of* October *, 19* 68.

Billy H. Howell *Notary Public*

Commission expires November 16th, 1968

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 _____

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 _____

INSTALLMENT DEED

FROM

Richard Gregory, et ux,

Mary Wendell Parrish Gregory

TO

Larry Westbrook, Trustee

A 17220

IDENTIF. REFERENCE

Oct 15 3 10 PM '68

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Compliments of

Madison Title Company

MADISON, TENNESSEE

Representing

Southern Title Insurance Company
4277 Lyons View Pike
KNOXVILLE, TENNESSEE

Mail Deed to: Caudill Realty Co.
3rd National Bank Bldg.
Nashville, Tenn.

STATE OF TENNESSEE

COUNTY OF DAVIDSON

The Actual consideration or value, whichever is greater, for this transfer is $47,500.00.

Mary Wendell Parrish Gregory
AFFIANT

Subscribed and sworn to before me, this the 8th day of October, 1968.

NOTARY PUBLIC

My Commission Expires: November 16th, 1968