BOOK 4328 PAGE 190

INSTALLMENT DEED

FORM 1001

This instrument prepared by:
Harris Gilbert, Atty.
Third National Bank Bldg.
Nashville, Tennessee

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
John B. Briskey, et ux (NAME:)	Fidelity Federal Savings & Loan Assn. (NAME:)	Map 115.14
6503 Grayson Court (STREET ADDRESS OR ROUTE NUMBER)	401 Union (STREET ADDRESS)	Par. 3
Nashville, Tennessee (CITY) (P. O. ZONE) (STATE)	Nashville, Tennessee (CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION OF the sum of THIRTY-THREE THOUSAND FIVE HUNDRED AND NO/100 ($33,500.00) ---------- DOLLARS

of which $ 5,299.30 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 assumed a loan in the amount of $ 21,100.70, payable to Fidelity Federal Savings & Loan Association, Nashville, Tennessee, as of record in Book 4173, page 453, and extended in Book 4240, page 660, R.O.D.C., Tennessee, and the grantees have executed their note payable to the grantor in the sum of $ 7,100.00, payable to grantor on or before August 22, 1974, all as more fully set forth in said note,

*and conditions of owners certificate as shown on plan of record in book 4060, page 63, Registers' Office for Davidson County, Tennessee; restrictive covenants contained in instrument of record in book 2481, page 483, Register's Office for Davidson County, Tennessee, a copy of which is hereto attached; driveway easement and agreement between Charles Gilbert, Jr., and James Alvin Crossman of record in book 4244, page 176, Register's Office for Davidson County, Tennessee.

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. I, Charles Gilbert, Jr., a single man over the age of twenty-one (21) years,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto John B. Briskey and wife, Dolores W. Briskey,

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: Land in Davidson County, Tennessee, being Lot #808 of the plans of West Meade Farms, Inc., Section 9, revised plan in Book 4060, page 38, as changed by plan in Book 4060, page 63, Register's Office for Davidson County, Tennessee. Said Lot #808 fronts 95.6 feet on the easterly side of Grayson Court and extends back 520.6 feet on the southerly line and 479.72 feet on the northerly line to a dead line the rear measuring 277.2 feet thereon. Being part of the real property conveyed to Charles Gilbert, Jr., by deed from R. L. Eatherly and wife, Frances B. Eatherly of record in Book 4062, page 226, Register's Office for Davidson County, Tennessee.

The carpets, drapes, refrigerator, book shelves and outside loud speaker are to remain as part of the property conveyed. The grantor, his heirs and assigns, reserves the right to use the lower part of the driveway to reach Lot No. 810, Grayson Court, and when Lot No. 810 is developed, grantor will pay a proportionate amount of any driveway expenses attributable to his use of the driveway. This conveyance is made subject to: Taxes for 1969, a lien, but not yet due and payable; ten-foot easement for public utilities, 115-foot minimum setback line from Grayson Court *

This is unimproved ( ) improved (X) property, known as 6505 Grayson Court, Nashville, Tennessee 37205
(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 Harris A. Gilbert, 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 $ the full insurable 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 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:

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 advise 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 grantees 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 24th day of April 1969.

Charles Gilbert, Jr.

John B. Briskey

Dolores W. Briskey

I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater is $33,500.00, which amount is equal to or greater than the amount which the property transferred would command at a fair, voluntary sale.

Affiant

Subscribed and sworn to before me this the 24 day of April 1969

Beverly Jo Womble NOTARY PUBLIC

My Commission Expires 8-9-72

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Beverly Jo Womble, a Notary Public in and for said County and State, the within named bargainor, Charles Gilbert, Jr., John B. Briskey and Dolores W. Briskey 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 this 24th day of April, 1969.

Commission Expires 8/9/72 Beverly Jo Womble 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 within named bargainor, a corporation, and that { he / she / they } as such, and 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.

APR24'69 CONV 33,500.00
APR24'69 REGF *7,100.00
APR24'69 STAX A* 87.10
APR24'69 CSTAX A* 5.10
APR24'69 PRTEE A* .50
APR24'69 WDEED A* 3.00 * 95.70

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

My commission expires

Notary Public

INSTALLMENT DEED

FROM

CHARLES GILBERT

TO

JOHN B. BRISKEY, ET UX

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

138392

IDENTIF. REFERENCE

APR 24 11 57 AM '69

FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TENN.

LE: Dodson & Johnson, Inc/