BOOK 4371 PAGE 20

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD - 4

FROM

CHARLES M. ADCOCK AND WIFE, RUTH ADCOCK

TO

RONALD E. GOSSETT AND WIFE, BARBARA ANN GOSSETT

For draftsman's use

THIS INSTRUMENT WAS PREPARED BY
NEIL ROBERTSON, Atty.
ASHLAND CITY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Ronald E. Gossett (NAME)	(NAME) Same	Map 45
3415 Old Hydes Ferry Rd. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	P/o Par. 10
Nashville, Tenn. 37218 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

IDENTIF. REFERENCE T

OCT 9 9 36 AM '69

FELIX ZANGLEIN REGISTER DAVIDSON COUNTY, TENN.

156792

STATE OF TENNESSEE }
COUNTY OF ~~DAVIDSON~~ CHEATHAM }

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

$ 3,500.00 Ronald E. Gossett
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 8th DAY OF October 1969.

Neil Robertson
Notary Public

MY COMMISSION EXPIRES: May 21, 1973

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of THREE THOUSAND FIVE HUNDRED AND NO /100 ($3,500.00) DOLLARS

of which $ 500.00 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 joint promissory lien note of even date herewith payable to the o der of Charles M. Adcock and wife, Ruth Adcock, in the principal sum of Three Thousand and No/100 ($3,000.00) Dollars, payable in monthly installments as follows;, namely: On the 8th day of November, 1969, the sum of Fifty and No/100 ($50.00) Dollars, and thereafter a like amount on the 8th day of each succeeding month thereafter and the remaining balance f said principal sum on the 8th day of October, 1975. Said payments to be applied first to payment of interest at the rate of eight (8%) per cent per annum, on the principal sum or so much as shall from time to time remain unpaid, and the balance to be applied to the payment of the principal sum, until the entire amount, both principal and interest has been paid in full,

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,

we, Charles M. Adcock and wife, Ruth Adcock,

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

Ronald E. Gossett and wife, Barbara Ann Gossett

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

Land in the 1st Civil District (formerly 11th District), BEGINNING at an iron pin just north of a branch and south of a secondary road and also being one of Jessie Edward's northwesterly corners; thence north 79° east along the center of a private road and Franklin Adcock's southerly line, 330 feet to a point in center of said road; thence south 81° east along an old fence row 575 feet to a hickory; thence south 51° 30' east 180 feet to a stake with white oak pointer; thence south 40° west along an old fence row and John Adcock's westerly line, 198.4 feet to a large stone and corner fence post; thence north 65° 40' west along the northerly side of a second road 208.75 feet to an iron pin; thence north 74° west 153 feet to an iron pin on north side of road, Jessie Edward's northeast corner, and continuing on 591 feet (744 feet in all) along and across secondary road and with Jessie Edward's northerly line, to the point of beginning, containing 3.59 acres, more or less.

And being the same property conveyed to the Grantors by deed from Eddie Adcock and wife, Alice Adcock, of record in Book _____, Page _____, Register's Office for Davidson County, Tennessee.

OCT-9	CONV	*3,500.00		
OCT-9	MORT'G	*3,000.00		
OCT-9	S'TAX		A*	9.10
OCT-9	S'TAX		A*	1.00
OCT-9	PR'FEE		A*	.50
OCT-9	RECD		A*	3.00

* 13.60

This is improved ( ) unimproved ( ) 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 Homer J. Tidwell, 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 $_____ 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:

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 8th day of October 1969

Charles Adcock — Ronald E. Gossett

Ruth Adcock — Barbara Ann Gossett

STATE OF TENNESSEE
COUNTY OF ~~DAVIDSON~~ CHEATHAM

Personally appeared before me, Neil Robertson, a Notary Public in and for said County and State, the within named Charles M. Adcock and wife, Ruth Adcock, and Ronald E. Gossett and wife, Barbara Ann Gossett the 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 Ashland City, Tennessee ~~Tennessee~~, this 8th day of October, 1969.

Neil Robertson, Notary Public.

Commission expires May 21, 1973

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 _____

Mail to purchaser