(This instrument was prepared by James A. Lesemann, Attorney at Law, 320 Gallatin Road, Madison, Tennessee.)

FORM 1008

INSTALLMENT DEED

James A. Lesemann

BOOK 4438 PAGE 345

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Fred B. Hunnicutt	(same)	20 W 11380
(NAME) 1623 Bell Grimes Ln.	(NAME)	
(STREET ADDRESS OR ROUTE NUMBER) Nash. Tenn	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION OF the sum of TWENTY THREE THOUSAND AND NO/100 ($23,000.00) DOLLARS

of which $ 3,000.00 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 one joint promissory note of even date herewith in the original principal amount of $20,000.00, payable to the order of Arthur Bruce Gibbs and wife, Anne Lucille Gibbs, in monthly installments of $242.66 each, including principal and interest at the rate of 8 % per annum; the term of said note being for a period of 10 years from date thereof;

AUG 13 80	CONV	23,000.00			
AUG 13 80	MORT'G	20,000.00			
AUG 13 80 S'TAX			A*	59.80	
AUG 13 80 S'TAX			A*	18.00	
AUG 13 80 PR'FEE			A*	.50	
AUG 13 80	W'DEED		A*	3.00	* 81.30

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, ARTHUR BRUCE GIBBS AND WIFE, ANNE LUCILLE GIBBS,

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

FRED B. HUNNICUTT AND WIFE, EVELYN L. HUNNICUTT,

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

Land in Davidson County, Tennessee, described as follows:

Beginning at a point on the easterly margin of Dickerson Pike, or North First Street extended, 417.6 feet southerly from the southerly margin of Childers Avenue; and running thence southerly along the easterly side of said Dickerson Pike 50 feet; thence easterly 161 feet to a point; thence northerly 50 feet to a point; thence westerly 159 feet to the beginning.

Being the same property conveyed to Arthur Bruce Gibbs by deed from Myrtle Parker O'Brien and husband, O. M. O'Brien, of record in Book 2341, page 274, Register's Office for Davidson County, Tennessee.

This is {unimproved ( ) / improved (X)} property, known as 1001 North 1st Street, Nashville, Tennessee
(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., except as stated herein.

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 Jack Boyd, 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 $ 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 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 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 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 grantors 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 13th day of August 19 70

Fred B. Hunnicutt (Fred B. Hunnicutt)

Arthur Bruce Gibbs (Arthur Bruce Gibbs)

Evelyn L. Hunnicutt (Evelyn L. Hunnicutt)

Anne Lucille Gibbs (Anne Lucille Gibbs)

IDENTIF. REFERENCE

AUG 13 11 12 AM '70

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

A 86753

STATE OF TENNESSEE
COUNTY OF Davidson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Arthur Bruce Gibbs, Anne Lucille Gibbs; Fred B. Hunnicutt, Evelyn L. Hunnicutt the 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 Nashville this 13 day of August, 1970

Commission Expires 7-28-74 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 { their several oaths / his oath } acknowledged { themselves / himself } to be the and respectively of the the within named bargainor, a corporation, and that { they / he } 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

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

My commission expires Notary Public

INSTALLMENT DEED

FROM
ARTHUR BRUCE GIBBS ET UX

TO
FRED B. HUNNICUTT ET UX

MADISON TITLE COMPANY
Title Guaranteed
Madison, Tenn.

STATE OF TENNESSEE
COUNTY OF

I hereby swear, or affirm, that the actual consideration for this transfer, or value of the property transferred, whichever is greater is $23000, which amount is equal to or greater than the amount which the property would command at a fair and voluntary sale.

Fred B. Hunnicutt
Affiant

Subscribed and sworn to before me this the 13th day of Aug 1970

Notary Public

Commission Expires

Deputy Register