Installment Deed

BOOK 4445 PAGE 943

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Homer B. Gibbs, Jr.	Same.	Map 116-14
(NAME:) Third National Bank Bldg.	(NAME:)	Pcl. 84
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tennessee	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	PW

FOR AND IN CONSIDERATION of the sum of

---Thirty-five Thousand and no/100 ($35,000.00)---------- *Dollars,*

of which ----------Ten Thousand One Hundred Fifty and no/100 ($10,150.00)---------- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* ----Twenty-four Thousand Eight Hundred Fifty and no/100 ($24,850.00)---------- *Dollars,*

the Grantee *has* S *executed* his Installment Note to the order of the Grantor, payable at the rate of Eight Thousand Three Hundred and no/100 ($8,300.00) Dollars on January 20, 1971, Eight Thousand Three Hundred and no/100 ($8,300.00) Dollars one year from date, and Eight Thousand Two Hundred Fifty and no/100 ($8,250.00) Dollars on January 20, 1972, with interest upon the unpaid principal balance thereof at the rate of eight and one-half (8-1/2%) per cent per annum being due on each installment date,

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, I, Dorothea S. Harvey,

have this day bargained and sold, and do hereby transfer and convey unto the said

Homer B. Gibbs, Jr., his *(successors), heirs and assigns,*

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

Land in Davidson County, Tennessee, being Lot No. 3 on the Plan of Windsor Acres, as of record in Book 3300, page 60, Register's Office for said County.

Said Lot No. 3 fronts 189.0 feet on the westerly side of Jackson Boulevard and extends back 255 feet on the southerly line and 239.3 feet on the northerly line to a dead line which is a broken line, measuring 219 feet thereon.

Being the same property conveyed to Fred Harvey and wife, Dorothea S. Harvey, by deed from P. D. Houston and wife, Margaret R. Houston, of record in Book 1282, page 9, Register's Office, Davidson County, Tennessee, the said Fred Harvey having since died.

This conveyance is made expressly subject to the following:

1. City of Belle Meade, Metropolitan and State taxes for the year 1970, which have been prorated and the payment of which has been assumed by the Grantee.

2. Easements for utilities and disposal fields, building set back

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater for this transfer is $35,000.00

Subscribed and sworn to before me, this the 16th day of Sept 1970

T.S. Nelms, III
Affiant

My commission expires:

(Affix Seal)

Notary Public

B Rumble Deputy Register

Instrument prepared by James L. Vance Berry, Attorney
700 American Trust Building, Nashville, Tennessee

lines and conditions of the owners certificate as shown on the recorded plan aforesaid.

3. Restrictive covenants of even date herewith, recorded in Book 4445, page 941, said Register's Office.

This is unimproved (X) improved ( ) property, known as .... (House Number) .... (Street) 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 Grantee, his .... *(successors), heirs and assigns forever.* I *covenant that* I am *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 hereinabove set forth.

I *further covenant and bind* myself, my *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 Homer B. Gibbs, Jr. and wife, Barry B. Gibbs, ... *hereinafter referred to as trustors, hereby transfer and convey unto* James I. Vance Berry, *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:*

~~[illegible] hereafter erected on said property insured in some reliable fire insurance company or companies for the sum of $ at least the maximum insurable value until [illegible] made payable on the policy or policies to said [illegible] 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, [illegible] 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, [illegible] 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 16th *day of* Sept., *19* 70

Dorothea S. Harvey

Tom B. Hill Jr.

Barry B. Gibbs

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, John H. Bozeman, *a Notary Public in and for said County and State,* Dorothea S. Harvey

the within named bargainor....., with whom I am personally acquainted, and who acknowledged that she *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville, Tennessee, *this* 16 *day of* Sept., *19* 70.

My Commission Expires April 29, 1971

Commission expires.....

John H. Bozeman
Notary Public

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE

COUNTY OF DAVIDSON

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Personally appeared before me, ..., *a Notary Public in and for said County and State,* Homer B. Gibbs, Jr. and wife, Barry B. Gibbs, ... *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* 16 *day of* September, *19*70.

Mrs. Dorothy Hagy *Notary Public*

Commission expires Nov. 30, 1970

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 .....

SEP 16 70	CONV	35,000.00				
SEP 16 70	MORT'G	24,850.00				
SEP 16 70	S'TAX		A*	91.00		
SEP 16 70	S'TAX		A*	22.80		
SEP 16 70	PR'FEE		A*	.50		
SEP 16 70	W'DEED		A*	6.00	*	120.30

INSTALLMENT DEED

FROM

Dorothea S. Harvey

TO

Homer B. Gibbs, Jr.

A 80200

IDENTIF. REFERENCE

SEP 16 2 24 PM '70

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