PREPARED BY:
MR. LEON GILBERT
THIRD NATIONAL BANK BLDG
NASH, TENN

Installment Deed

BOOK 4753 PAGE 759

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
FLOYD DAVID BELL ET UX.,	SAME	27 W 15550
(NAME:) 1413 SUMNER AVENUE,	(NAME:)	MAP 83-5
(STREET ADDRESS OR ROUTE NUMBER) NASHVILLE, TENNESSEE	(STREET ADDRESS)	PARCEL 331
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

For and in consideration of the sum of NINETY-NINE HUNDRED FIFTY AND NO/100 ($9950.00) DOLLARS, of which FIFTY AND NO/100 ($50.00) DOLLARS has been paid in cash by Floyd David Bell and wife, Martha Bell, to Jimmy F. Hale and wife, Ann S. Hale, and Hugh Don Wells and wife, Jean Wells, receipt of which is hereby acknowledged, and for the remainder, NINETY-NINE HUNDRED AND NO/100 ($9900.00) DOLLARS, THE SAID FLOYD DAVID BELL AND WIFE, MARTHA BELL, have FIRST: assumed and agreed to pay the unpaid balance of FIVE THOUSAND THIRTY-SIX AND 61/100 ($5036.61) DOLLARS of the indebtedness secured in deed from Harris Gilbert and Pauline Gilbert, to Jimmy F. Hale and Don Wells, of record in Book 4474, page 909, Register's Office for Davidson County, Tennessee, which balance is payable at the rate of FIFTY AND NO/100 ($50.00 DOLLARS per month, which payments are to be applied in accordance with the terms of said deed, and

SECOND; the said Floyd David Bell and wife, Martha Bell, have executed and delivered their one note in the sum of FOUR THOUSAND EIGHT HUNDRED SIXTY-THREE AND 39/100 ($4863.39) DOLLARS, payable to the order of Jimmy F. Hale and wife, Ann Hale, in monthly installments of THIRTY-NINE AND 50/100 ($39.50) DOLLARS each due respectively on the tenth day of each consecutive month following the date of the note, (September 10th, 1973), until the entire principal amount of said note is paid in full by applying said monthly payments first to interest at the rate of eight per cent per annum on the unpaid principal amount of said note and the remainder of each payment to be applied on the unpaid principal until the entire principal amount of said note and interest are paid in full, and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, we, the said Jimmy F. Hale and wife, Ann Hale, and Hugh Don Wells and wife, Jean Wells, have this day bargained and sold and do hereby convey and transfer unto the said Floyd David Bell and wife, Martha Bell, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 24 in the Plan of the Subdivision of the Weakley Home Place, as of record in Plan Book 421, page 56, R. O. D. C., Tenn., described as follows: Beginning at a point on the northerly side of Sumner Avenue, the common corner of Lots 24 and 25; running thence westwardly with the northerly margin of Sumner Avenue 100 feet to an alley; thence northeastwardly with the easterly margin of said alley 154.1 feet to the southerly margin of another alley; thence eastwardly with the southerly margin of said alley 64.5 feet to westerly line of said Lot No. 25; thence southwardly with the line between said Lots 24 and 35, 150 feet to the beginning.

Being the same property conveyed to the undersigned Jimmy F. Hale and Hugh Don wells, by deed from Harris Gilbert and Pauline Gilbert, of record in Book 4474, page 909, R. O. D. C., Tenn., to which reference is here made.

This is improved XX unimproved ( ) property, known as 1413 SUMNER AVENUE, NASHVILLE, TENN.
(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 FLOYD DAVID BELL AND WIFE, MARTHA BELL, THEIR ~~~

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.

3rd *2nd. To the payment of all taxes which may be unpaid on said premises.*

2nd *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 Registers 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.

Witness our *hand* S *this* 30th *day of* SEPTEMBER, 1973, *19*, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Jimmy F. Hale 865-9695
JIMMY F. HALE

Ann Hale
ANN HALE

Hugh Don Wells
HUGH DON WELLS

Jean Wells
JEAN WELLS

Floyd David Bell
FLOYD DAVID BELL

Martha Bell FDB
MARTHA BELL

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* JIMMY F. HALE AND WIFE, ANN HALE; HUGH DON WELLS AND WIFE, JEAN WELLS; AND FLOYD DAVID BELL AND WIFE, MARTHA BELL,

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 NASHVILLE, *Tennessee, this* 30 *day of* SEPTEMBER, 1973, *19*

Roy S. Jones
Notary Public

ROY S. JONES NOTARY PUBLIC DAVIDSON COUNTY, TENNESSEE

Commission expires March 16, 1976

I hereby swear or affirm that the actual consideration or true value for this transfer, whichever is greater, is $9,950.00 Affiant Roy S. Jones

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Subscribed and sworn to before me this 9th day of October 1973

Deputy Register

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 .....

OCT-9- CONV *9,950.00
OCT-9- MORT'G *4,863.39
OCT-9- STAX A* 25.74
OCT-9- STAX A* 2.90
OCT-9- PREFEE A* .50
OCT-9- MDEED A* 4.00 * 33.14

INSTALLMENT DEED

FROM

TO

C 27036

IDENTIF. REFERENCE

OCT 9 1 38 PM '73

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

Compliments of
GUARANTY TITLE
Office of
CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE

Tennessee Homes Realty
339 Whitsett Rd.
Madisonville, Tenn. 37354