BOOK 4757 PAGE 617 **Installment Deed**

Attorney
Gibson & Short
200 Court Square Bldg.
Nashville, Tenn 37201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
C. Ray Bennett & Edward P. Crump	Same	Map 58-16
(NAME)	(NAME)	
725 Vanderhorst Dr.		Parcel 52
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville Tenn 37207		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of THIRTEEN THOUSAND NINE HUNDRED FIFTY AND NO/100----------($13,950.00)---------- *Dollars,*

of which ONE THOUSAND AND NO/100 ---------- ($1,000.00) ---------- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* TWELVE THOUSAND, NINE HUNDRED FIFTY AND NO/100-------($12,950)---------- *Dollars,*

C. Ray Bennett and Edward P. Crump

have executed

their Installment Deed Note of even date, payable to the grantors at the rate of $125.00 per month, beginning on the 10 day of November, 1973 and continuing on the same day of each succeeding month until paid in full, said payments to include interest at 8 1/2% per annum,

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, W. C. Gifford and wife, Sue Gifford

have this day bargained and sold, and do hereby transfer and convey unto the said C. Ray Bennett and Edward P. Crump

their *(successors), heirs and assigns,*

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

A tract of land in the 13th Civil District of Davidson County, Tennessee, being part of Tract No. 9 on the Map of Fairview Subdivision, as of record in Book 974, page 41, and Plat Book 1130, page 54, Register's Office for said County, Tennessee, described as follows:

BEGINNING at a point on the existing easterly right-of-way of Clarksville Highway; the said point being located 215.0 feet north of the southwest corner of the property conveyed to William Lee Scott as of record in Book 3508, page 463, Register's Office for Davidson County, Tennessee; thence along the aforementioned right-of-way North 8° 30' east 177.50 feet to a point; thence South 79° east 85.50 feet to a point, thence South 13° 07' west 174.20 feet to a point, on Scott's Northerly line; thence with Scott's northerly line 70.00 feet to the point of beginning.

Being the same property conveyed to W. C. Gifford and wife, Sue Gifford, by deed from Robert E. Mooney and wife, Elizabeth Mooney, of record in Book 4632, page 947, Register's Office for Davidson County, Tennessee.

INCLUDED in the description, but EXCLUDED FROM the conveyance is a strip of land conveyed to W. C. Rogers and wife, Ruby A. Rogers, by deed of record in Book 4480, page 441, Register's Office for said County, as follows:

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $13,950.00

Affiant

Subscribed and sworn to before me, this the 16 day of Oct., 1973

Affix Seal

Notary Public

Beginning at a point in the easterly margin of Clarksville Highway, U.S. 41-A, said point being the northwest corner of the property conveyed to W. C. Rogers and wife, Ruby A. Rogers, by deed from Margaret L. Scott, of record in Book 4439, page 181; thence with the easterly margin of said Highway, North 8° 30' east 32 feet to a point; thence eastwardly 73 feet, more or less, along a line where the Grantor intends to build a fence to a point in the easterly line of said Tract No. 9; thence with the easterly line of said Tract No. 9, south 13° 07' west 28 feet to said Rogers' northeast corner; thence with said Rogers' northerly line, North 79° 00' west 70.00 feet to the beginning.

OCT23	CONV	13,950.00			
OCT23	MORTG	12,950.00			
OCT23	STAX		A*	36.14	
OCT23	STAX		A*	10.90	
OCT23	PRTFEE		A*	.50	
OCT23	WDEED		A*	6.00	* 53.54

unimproved ( )
This is improved ( ) property, known as 4028 Clarksville Highway, Nashville, Tenn. 37207
(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 C. Ray Bennett and Edward P. Crump *their (successors), 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 said real estate to said* C. Ray Bennett and Edward P. Crump *their (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 C. Ray Bennett and Edward P. Crump *hereinafter referred to as trustors, hereby transfer and convey unto* Hunter Short, *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:*

Trustors 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 the sum of $-----, *or at least the maximum insurable value, until the indebtedness herein secured is 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 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.

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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.

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 10 *day of* October, *19* 73

W. C. Gifford

Sue Gifford

C. Ray Bennett

Edward P. Crump

C 2 8 7 4 3

IDENTIF. REFERENCE

OCT 23 12 24 PM '73

FELIX Z. MILLER, JR. REGISTER
DAVIDSON COUNTY, TENN.

NOTARY PUBLIC STATE OF TENNESSEE AT LARGE

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Ezell Dickerson, *a Notary Public in and for said County and State,* W. C. Gifford and wife, Sue Gifford, and C. Ray Bennett and Edward P. Crump

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* 10 *day of* October, *19* 73.

Commission expires May 7-1974 Ezell Dickerson *Notary Public*