BOOK 4790 PAGE 585

Prepared by Jas. Carney Abst Statement Bldg. Nash. Tenn

FORM 1008

INSTALLMENT DEED

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Willie Gamble	Same	Map 91-11
(NAME:)	(NAME:)	
4910 Illinois Ave.		Par 71
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tenn. 37209		12W 12790
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION OF the sum of

Three Thousand Five Hundred One And No/100---------- DOLLARS

of which $ 1.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees has assumed and agreed to pay the balance due on a first mortgage note secured by a Deed of Trust executed by H. E. Shadowens, Sr., and wife, Nola Douglass Shadowens, in the original principal sum of $4200.00 payable to Hermitage Health and Life Insurance Co. in monthly payments, including principal and interest, in the sum of $30.10 bearing interest at the rate of 6% per annum, with a current balance in the sum of $1960.00, of record in Book 3189, page 69, Register's Office for Davidson County, Tennessee, and in addition thereto the grantee, Willie Gamble, has executed her one promissory note the even date herewith in the original principal sum of $1500.00 bearing interest at the rate of 6% per annum payable to the order of James A. Carney, and wife, Edith A. Carney, in 3 installments as follows: $500.00 plus interest on the 15th day of May 1974; $500.00 plus interest on the 15th day of May 1975; and a final installment of $500.00 plus interest on the 15th day of May 1976. Payments when made will be applied first to interest due, balance to principal.

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,

James A. Carney and wife, Edith A. Carney

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

Willie Gamble, an unmarried person

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

Land in Davidson County, Tennessee, being Lot No. 723 and the west 8 feet of Lot No. 721 of Block 105, Plan No. 1, West Nashville, as of record in Book 57, pages 74 and 75, Register's Office for Davidson County, Tennessee.

Said Lot and part of Lot front 43 feet on the north side of Illinois Avenue and extend back between parallel lines, northwardly with the east margin of 49th Avenue (formerly Eighth Street) 150 feet to an alley.

Being the same property conveyed to James A. Carney and wife, Edith A. Carney by deed from Tom G. Coleman, Jr., Substitute Trustee of record in 4232, page 204, Register's Office for Davidson County, Tennessee.

Buyer must comply with Department of Codes Administration letter of required repairs of record in Book 4759, page 51, Register's Office for Davidson County, Tennessee.

This is unimproved ( ) improved (X) property, known as 4812 Illinois Avenue Nashville, Tennessee 37209
(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 J. T. Murphree 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 $ Ins. Int. 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 15 day of February 19 74.

Willie Gamble
Willie Gamble

James A. Carney
James A. Carney

Edith A. Carney
Edith A. Caraey

I hereby swear or affirm that the actual consideration or true value for this transfer, whichever is greater, is $ 3,500.00 Affiant Ja Carney

Subscribed and sworn to before me this 22nd day of Feb 1974

Deputy Register 10 Williams

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named James A. Carney, Edith A. Carney and Willie Gamble the bargainor, 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 this 15th day of February 1974

Commission Expires 2/16/76 Betty Cizik Notary Public

NOTARY PUBLIC DAVIDSON

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

FEB22 CONV *3,500.00
FEB22 STAX A* 9.10
FEB22 PRFEE A* .50
FEB22 WDEED A* 4.00 * 13.60

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

My commission expires Notary Public

INSTALLMENT DEED

FROM James A. Carney et ux

TO Willie Gamble, an unmarried person

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

File: Jas. A. Carney Ref

643046

IDENTIF. REFERENCE

FEB 22 11 23 AM '74

FELIX Z. WILSON JR REGISTER
DAVIDSON COUNTY, TENN.