Prepared by
Leon Isselhart - 3rd Nat'l Bank

Installment Deed

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ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
BILLY BARRETT & WIFE,	SAME	MAP 134-2
(NAME:) 1325 CURREY ROAD,	(NAME:)	PARCEL 24
(STREET ADDRESS OR ROUTE NUMBER) NASHVILLE, TENNESSEE	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

Ward

FOR AND IN CONSIDERATION of the sum of SEVENTEEN THOUSAND AND NO/100 ($17000.00) DOLLARS, of which TWENTY-TWO HUNDRED AND NO/100 ($2200.00) DOLLARS has been paid in cash or other valuable consideration as set out in [redacted] agreement dated April 29th, 1974, by and between Leon Gilbert and Billy G. ~~Barrett and wife,~~ Retta Sue ~~Barrett, a copy of which is hereto at-~~ tached and made a part hereof,

[redacted] *and for the remainder*

FOURTEEN THOUSAND EIGHT HUNDRED AND NO/100 ($14,800.00) *Dollars,* the said Billy G. Barrett and wife, Retta Sue Barrett, have executed and delivered their one note dated May 23rd, 1974, payable to the order of Leon Gilbert in monthly installments of One Hundred Fifty and no/100 ~~($150.00) Dollars each, due respectively on the twenty-third~~ *the* day *of executed* each consecutive month immediately following the date of the note until the entire principal amount of said note is paid in full by applying said 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 amount of said note 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, interest, and attorney fees, a lien is expressly retained on the land herein conveyed, I, the said Leon Gilbert, unmarried,

have this day bargained and sold, and do hereby transfer and convey unto the said BILLIE G. BARRETT AND WIFE, RETTA SUE BARRETT, THEIR ~~SURVIVOR~~ *heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Being Lot No. 16 on the Map of Airport Acres, not of record, and described according to a survey made February 16, 1946, by Pete Meyer, Surveyor, as follows:
Beginning at a point in the southerly margin of Currey Road, at the common corner of Lots 15 and 16 plan, thence southerly 363.2 feet to a point in the north line of Lot No. 21; thence with the line between Lots Nos. 16and 21; easterly 100 feet to the common corner of Lots Nos. 16 and 20 in the north line of 21; thence with the east line of Lot No. 16, which is the west lines of Lots 20, 19 and 18, and 17, northerly 367.5 feet to the southerly margin of Currey Road, which point is 422 feet west of the westerly margin of McGavock Pike; thenc with the southerly margin of Currey Road, westerly 100 feet to the point of beginning.
Being the same property conveyed to the undersigned Leon Gilbert by deed from Jas. E. Covington, Clerk and Master of the Chancery Court at Nashville, for Davidson County, Tennessee, of record in Book 4257, page 683, R. O. D. C., Tennessee, to which reference is here made.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $17000.00

Subscribed and sworn to before me, this the 23rd day of MAY, 1974.

Billy Gerald Barrett
Affiant

My commission expires: March 3, 1976 (Affix Seal)

Ray S. Jones
Notary Public

MAY28	CONV	17,000.00			
MAY28	MORT'G	10,800.00			
MAY28	S'TAX		A*	44.20	
MAY28	S'TAX		A*	12.80	
MAY28	PR'FEE		A*	.50	
MAY28	W'DEED		A*	10.00	* 67.50

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

This is improved ( ) unimproved (XXX) property, known as 1325 CURREY ROAD, NASHVILLE, TENNESSEE
(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 BILLY G. BARRETT AND WIFE, RETTA SUE BARRETT, THEIR ~~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 shown in attached agreement, and 1974 tax which is to be pro-rated when due and to be paid by Billy G. Barrett and wife, Retta Sue Barrett, to Leon Gilbert, as are all future taxes which are to be paid in full to Leon Gilbert, by Billy G. Barrett and wife, Retta Sue Barrett., as they become due.

( )

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Billy G. Barrett and wife, Retta Sue Barrett, 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 Billy G. Barrett and wife, Retta Sue Barrett, *hereinafter referred to as trustors, hereby transfer and convey unto* HARRIS A. GILBERT, *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 insurable value *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 all the

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 or the lawful owner and holder of the note or his agent *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 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 23rd *day of* MAY, 1974, *19*

Leon Gilbert
LEON GILBERT

Billy G. Barrett
BILLY G. BARRETT

Retta Sue Barrett
RETTA SUE BARRETT

C 5 6 0 7 1

IDENTIF. REFERENCE

MAY 28 12 05 PM '74

DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Roy S. Jones, *a Notary Public in and for said County and State,* LEON GILBERT, BILLY G. BARRETT AND WIFE, RETTA SUE BARRETT,

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* 23rd *day of* MAY, 1974, *19*

NOTARY PUBLIC

Roy S. Jones, *Notary Public*

Commission expires March 13, 1976

COPY

AGREEMENT BOOK 4819 PAGE 206

This contract entered into this 29th day of April, 1974, by and between Leon Gilbert, hereinafter called "Seller", and Billy Barrett and wife, hereinafter called "Buyer";

WITNESSETH:

For and in consideration of the sum of Seventeen Thousand Dollars ($17,000.00), Seller hereby agrees to sell and Buyer agrees to buy the within described property upon the following terms and conditions:

1. Buyer will convey to Seller all of their right, title and interest in a 1969 Safeway Mobile Home, now situated on Space #42 at 1415 Lebanon Road, Nashville, Tennessee, upon which there is presently owing approximately $2,200.00. Buyer will move said mobile home and set same up at 211 - 17th Avenue North, Seller paying for necessary concrete blocks to accomplish this. For the above, Buyer will receive credit of ~~One Thousand~~ Twelve Hundred Dollars (~~$1,000.00~~ 1,200.00) on above-mentioned Seventeen Thousand Dollars ($17,000.00). BBB, LG. BBB.

2. Buyer will pay Seller One Thousand Dollars ($1,000.00) in cash on date of deed.

3. For the remainder, ~~Fifteen~~ Fourteen Thousand Dollars (~~$15,000.00~~ 14,800.00) Buyer will execute a lien note for said sum payable One Hundred Eight Hundred Fifty Dollars ($150.00) per month, beginning one month after date possession of 1325 Currey Road is offered, and bearing interest at the rate of eight percent (8%) per annum on unpaid balance. LG BBB, LG BBB. LG BBB

4. Seller and Buyer agree that there is presently a balance due of Six Thousand Four Hundred Fifty Dollars ($6,450.00) on a deed of trust on said property at 1325 Currey Road, payable Eighty-Six Dollars and Sixteen Cents ($86.16) per month, which Seller will pay in accordance with its terms and conditions, provided Buyer pays above-mentioned One Hundred Fifty Dollars ($150.00) per month.

5. Buyer will pay Seller all taxes and insurance premiums as they become due on the property herein conveyed, 1974 taxes and insurance premiums being pro-rated to date of deed.

6. Seller will pay Roy Jones, Real Estate Agent, commission of six percent (6%) on purchase price in accordance with agreement between Seller and Jones.

7. Property to be conveyed is land in Davidson County, Tennessee, being lot No. 16 on the Map of Airport Acres, not of record, and described according to a survey made February 16, 1946, by Pete Meyer, Surveyor, as follows: Beginning at a point in the southerly margin of Currey Road, at the common corner of lots 15 and 16 plan, thence southerly 363.2 feet to a point in the north line of lot No. 21; thence with the line between lots Nos. 16 and 21; easterly 100 feet to the common corner of lots Nos. 16 and 20 in the north line of 21; thence with the east line of lot No. 16, which is the west lines of lots 20, 19 and 18, and 17, northerly 367.5 feet to the southerly margin of Currey Road; which point is 422 feet west of the westerly margin of McGavock Pike; thence with southerly margin of Currey Road, westerly 100 feet to point of beginning; being the same property conveyed to the undersigned Leon Gilbert by deed from James E. Covington, Clerk and Master of Record, in Book 4257, Page 683, to which reference is here made.

8. It is expressly understood and agreed that property at 1325 Currey Road is now rented, and Seller will take proper measures to obtain possession as soon as possible, and Buyer will continue to occupy his mobile home until given possession of 1325 Currey Road, and will then promptly move the mobile home to 211 - 17th Avenue North, as above set out.

SELLER:

Leon Gilbert

BUYERS:

Mrs. Letta Sue Barnett.