Prepared by:
LEON GILBERT
7th FLOOR THIRD NAT'L BK. BLDG.
NASHVILLE, TENNESSEE 37219

Installment Deed

BOOK 4859 PAGE 683

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
WILLIE THOMAS ANTHONY ET UX.	SAME	MAP 59-14
(NAME): 3017 W. HAMILTON ROAD,	(NAME):	PARCEL 41
(STREET ADDRESS OR ROUTE NUMBER): NASHVILLE, TENNESSEE	(STREET ADDRESS):	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of SEVENTEEN THOUSAND AND NO/100 ($17000.00) DOLLARS, of which FIVE HUNDRED AND NO/100 ($500.00) DOLLARS has been paid in cash by Willie Thomas Anthony and wife, Dorothy Holloway Anthony, to Leon Gilbert, receipt of which is hereby acknowledged, and the further consideration of this conveyance being made subject to all the terms and conditions of contract of sale of within described property dated August 2nd, 1974, by and between Leon Gilbert, Seller, and Willie Thomas Anthony and wife, Dorothy Holloway Anthony, Buyers, with special reference to "Side 2" of said contract, a copy of which contract is hereto attached and made a part hereof, and for the remainder, SIXTEEN THOUSAND FIVE HUNDRED AND NO/100 ($16,500.00) DOLLARS, the said Willie Thomas Anthony and wife, Dorothy Holloway Anthony, have executed and delivered their one note for said amount dated October 10th, 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 tenth day of each consecutive month immediately following the date of the note until the entire principal amount of said note and interest are 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 WILLIE THOMAS ANTHONY AND WIFE, DOROTHY HOLLOWAY ANTHONY, their, *heirs and assigns,*

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

Being Lot No. 262 on the Plan of Trappard Heights, Section 3, as of record in Book 2663, page 116, R. O. D. C., Tenn.
Said Lot No. 262 fronts 70 feet on the southeasterly margin of West Hamilton Avenue, and extends back between lines 204.4 feet, more or less, on the southwesterly line, to a line in the rear, which is the center of Whits Creek, on which it measures 75 feet, more or less.
Being the same property conveyed to the undersigned Leon Gilbert by deed from James A. O'Hara, District Director of Internal Revenue for the District of Nashville, Tennessee, of record in Book 4357, page 290, R. O. D. C., Tenn., to which reference is here made, this conveyance by Leon Gilbert being made subject to the restrictions and easement set out in the above mentioned deed from O'Hara to Gilbert.

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

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 17,000.00

Affiant

Subscribed and sworn to before me, this the 10th day of Oct 19 74

Notary Public

My commission expires: 6/11/76
(Affix Seal)

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

This is unimproved (X) improved ( ) property, known as 3017 WEST HAMILTON 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 WILLIE THOMAS ANTHONY AND WIFE, DOROTHY HOLLOWAY ANTHONY, 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 1974 tax and the balance as set out on "Side 2" of the Contrast of Sale, a copy of which is attached to and made a part of this deed.

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* WILLIE THOMAS ANTHONY AND WIFE, DOROTHY HOLLOWAY ANTHONY, 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 WILLIE THOMAS ANTHONY AND WIFE, DOROTHY HOLLOWAY ANTHONY, *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 $ 10,000.00, *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, or the lawful owner and holder of the note or his agent *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 ~~3rd~~. *To the payment of all taxes which may be unpaid on said premises.*

2nd ~~2nd~~. *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 10th *day of* October, *19* 74

Leon Gilbert
LEON GILBERT

Willie Thomas Anthony
WILLIE THOMAS ANTHONY

Dorothy Holloway Anthony
DOROTHY HOLLOWAY ANTHONY

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Carl T. Hunter *a Notary Public in and for said County and State,* LEON GILBERT, WILLIE THOMAS ANTHONY AND WIFE, DOROTHY HOLLOWAY ANTHONY,

*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* 10th *day of* OCTOBER, 1974, *19*

Carl T. Hunter
Notary Public

Commission expires 6/11/76

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CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT of sale made this 2nd day of August, 1974,

by and between Leon Gilbert

hereinafter called the seller, and Willie Thomas Anthony and wife, Dorothy Holloway Anthony hereinafter called the buyer;

WITNESSETH: That the seller in consideration of the sum of Two Hundred DOLLARS as earnest money and in part payment of the purchase price has this day sold and does hereby agree to convey by a good and valid warranty deed to said buyer, or to such person as he may in writing direct, the following described real estate in Davidson County, Tennessee, to-wit:

Known as 3017 West Hamilton Road, legal description to be furnished later.

CONSIDERATION: Buyer agrees to purchase said real estate and to pay therefor the total sum of Seventeen Thousand and no/100---------- DOLLARS,

upon the following terms: $500.00 cash, balance of $16,500.00 to be paid in monthly installments of $150.00 each, said installments to be applied first to interest at the rate of 8% per annum on the unpaid balance of the principal and the remainder of each payment to be applied on the unpaid principal until the entire principal and interest are paid in full.

Terms and condition on the reverse side hereof are a part of this contract.

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

[redacted]

Should the buyer default in the performance of this contract on his part at the time and in the manner specified then at seller's option the earnest money shall be forfeited as liquidated damages. But such forfeiture shall not prevent suit for the specific performance of this contract.

In the event of default in the terms of this contract for any reason on the part of the seller and in the event it becomes necessary, due to any fault of the seller, that the earnest money hereinabove shown, must be returned to the buyer, then the seller shall be liable to the agent herein for the full commission set out in this contract.

The words "seller" and "buyer" when used in this contract shall be construed as plural whenever the number of parties to this contract so requires.

ADJUSTMENTS TO BE MADE AT TIME OF CLOSING; —

(1) Sellers Escrow Deposits — to be Pro-rated date of deed
(2) Taxes for Current Year — to be pro-rated Back taxes none
(3) Sellers Fire Insurance — to be pro-rated
(4) Existing Leases or Rents none

Possession to be given Date of delivery of deed

Conveyance to be subject to existing Building Restrictions and/or Zoning Ordinances

Seller to bear risk of hazard loss to date of deed

COMMISSIONS: Upon consumation of this contract Kirshner Realty Company as Agent shall receive a commission of $1,020.00 to be paid by Seller

Buyer Willie T Anthony Seller Leon Gilbert

Buyer Dorothy H Anthony Seller

Deed property to: Willie Thomas Anthony and wife, Dorothy Holloway Anthony

The seller and the buyer agree that there is presently a balance of $7,719.03 due on a Deed of Trust on said property payable at $89.99 per month which seller will pay in accordance with its terms and conditions provided buyer pays the above mentioned $150.00 per month as those payments become due.

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

C 7 4 6 8 5

IDENTIF. REFERENCE

OCT 15 9 10 AM '74

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Please mail to

LEON GILBERT
7th FLOOR THIRD NAT'L BK. BLDG.
NASHVILLE, TENNESSEE 37219

Friends

OCT 15	CONV	17,000.00			
OCT 15	MORT'G	16,500.00			
OCT 15	S'TAX		A*	44.20	
OCT 15	S'TAX		A*	14.50	
OCT 15	PR'FEE		A*	.50	
OCT 15	W'DEED		A*	10.00	* 69.20

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