BOOK 4891 PAGE 400

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO	MAP-PARCEL NUMBERS:
Harlon J. Kimbro Sr. (NAME)	Harlon J. Kimbro Sr. (NAME)	Map 94
2200 Clifton Road (STREET ADDRESS OR ROUTE NUMBER)	P. O. Box 1089 (STREET ADDRESS)	Par 81
Nashville, Tenn. 37202 (CITY) (P. O. ZONE) (STATE)	Nashville, Tenn. 37202 (CITY) (ZONE) (STATE)	

INSTALLMENT DEED

FOR AND IN CONSIDERATION OF the sum of $67,263.00
SIXTY SEVEN THOUSAND TWO HUNDRED SIXTY THREE AND NO/100---------- DOLLARS
of which $ 11,263.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed their one promissory note of even date herewith, for the sum of $56,000.00, payable to the GRANTORS herein, in 60 monthly installments of $1,148.96 including interest at 8-1/2% per annum on the unpaid balance, until the entire amount is paid in full, which said amount may be paid in full without penalty after three years from date.

FEB 24 '70	CONV	$11,263.00			
FEB 24 '70	MORT'G	$56,000.00			
FEB 24 '70	S'TAX		A*	174.98	
FEB 24 '70	S'TAX		A*	54.00	
FEB 24 '70	PR'FEE		A*	.50	
FEB 24 '70	W'DEED		A*	8.00	* 237.48

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. We, JOHN C. JEFFORDS, JR., DOUGLASS C. JEFFORDS AND FIRST AMERICAN NATIONAL BANK OF NASHVILLE, Successor Co-Trustees of the John C. Jeffords Trust Agreement Dated, July 27, 1962
hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

HARLON J. KIMBRO, SR.

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

The property conveyed by this instrument is subject to a Lease Agreement between John C. Jeffords and wife to the American Oil Company, of record in Book 2966, page 262, dated March 10, 1959, for a period of 15 years, with three options to renew for periods of five years each.

This is improved (X) unimproved ( ) property known as Lebanon Road, Nashville, Tennessee
(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 convenant 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 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 $ 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:

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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 17th day of February 19 75.

JOHN C. JEFFORDS, JR., Co-Trustee

DOUGLASS C. JEFFORDS, Co-Trustee

FIRST AMERICAN NATIONAL BANK, Co-Tr.

BY: R. L. Smith
Trust Officer

Harlon J. Kimbro Sr.
HARLON J. KIMBRO, SR.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 67,263.00

Harlon J. Kimbro Sr.
Affiant

Subscribed and sworn to before me, this the 21st day of February 19 75

My commission expires April 26, 1978
(Affix Seal)

L. D. Richards
Notary Public

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, L. D. Richards, a Notary Public in and for said County and State, the within named DOUGLASS C. JEFFORDS and HARLON J. KIMBRO, SR. the 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 this 21st day of February 19 75.

Commission Expires April 26, 1978

L. D. Richards
Notary Public.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, L. D. Richards, a Notary Public of the State and County aforesaid, personally appeared R. L. Smith, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be Trust Officer of the First American National Bank of Nashville the within named bargainor, a corporation, and that he as such Trust Officer being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation himself as such Trust Officer

Witness my hand and seal, at office in Nashville, Tennessee this 21st day of February 19 75

Commission Expires April 26, 1978

L. D. Richards
Notary Public

G-239422 dh
INSTALLMENT DEED

FROM
JOHN C. JEFFORDS, JR.
CO-TRUSTEE ET AL
TO
HARLON J. KIMBRO, SR.

C 88493

T
IDENTIF. REFERENCE

FEB 24 10 39 AM '75

FEE WILSON IT REGISTER
DAVIDSON COUNTY, TENN.

Published by
Tennessee Title
Office of
Pioneer National Title Insurance Company
Suite 2114 — Parkway Towers
404 James Robertson Parkway
NASHVILLE, TENNESSEE 37219
Phone 259-2290
FORM NO 1035-HESSEY 4-1-73

FILE TENNESSEE TITLE CO

STATE OF TENNESSEE

COUNTY OF KNOX

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Personally appeared before me, Eva Coffey, a Notary Public in and for said County and State, the within named JOHN C. JEFFORDS, JR. the bargainor with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Knoxville this 17th day of February, 1975.

Commission Expires 10-12-77

Notary Public Eva Coffey

EVA C. COFFEY NOTARY PUBLIC KNOX COUNTY, TENN.

"EXHIBIT A"

Being part of Lot No. 3 on the Plan of the Subdivision of the Wm. G. M. Campbell Lands, as of record in Book 9, page 337, and also of record in Book 843, page 30, Register's Office, and described according to a copy of a survey made by Wm. Collier Parrish, Associates, Civil Engineers, dated February 26, 1959, as follows: BEGINNING at an iron pin at the southeast intersection of the Lebanon Road and Spence Lane, formerly Montrose Avenue; thence along the east margin of Spence Lane, South 2° West 150 feet to an iron pin; thence North 77° 48' East 150 feet to an iron pin; thence North 2° East 150 feet to the south margin of Lebanon Road; thence along the margin of said Road, South 77° 48' West 150 feet to the beginning.

Included in the above description but specifically excluded therefrom is the following tract of land;
A strip or parcel of land in the 15th Councilmanic District of the Metropolitan Government of Nashville and Davidson County, Tennessee, being part of Lot No. 3 on the Plan of Wm. G. M. Campbell lands, as of record in Book 843, page 30, Register's Office for said County, and described by a survey made by the Public Works Department of said Government, known as Project No. 63-R-2, Spence Lane.
BEGINNING at an iron pin at the present southeast intersection of Lebanon Road and Spence Lane, formerly Montrose Avenue; thence along the present east margin of Spence Lane, South 2° 12' West 150 feet to an iron pin; thence North 78° 00' East 19.08 feet to a point on the new relocated east margin of Spence Lane; thence North 2° 12' East 130.54 feet along the new relocated east margin of Spence Lane, the same being parallel to and 30 feet from the new relocated center line of Spence Lane to the beginning of a curve; thence easterly 33.07 feet around said curve to a point on the present southerly margin of Lebanon Road; thence South 78° 00' West 38.54 feet along the present southerly margin of Lebanon Road to the point of beginning and containing 2848 square feet. Being the same property vested in The Metropolitan Government of Nashville and Davidson County, Tennessee by Decree of the Third Circuit Court of Davidson County, Tennessee, in the cause of The Metropolitan Government of Nashville and Davidson County, Tennessee, Rule No. A-10426 and of record in Minute Book 90A, page 255 of said Court, a certified copy of which was filed for record January 23, 1970, in Book 4393, page 80, Register's Office for Davidson County, Tennessee.

Being part of the property conveyed to John C. Jeffords, Trustee with full power, by deed from John C. Jeffords, unmarried, as of record in Book 3406, page 625, Register's Office for said County. Property now vested in John C. Jeffords, Jr., Douglass C. Jeffords and First American National Bank of Nashville, Successor Co-Trustees of the John C. Jeffords Trust Agreement dated July 27, 1962.