Rush Express Mail 20

This Form furnished by Attorneys Title Company, Inc. **INSTALLMENT DEED** Form No. WD-4

FROM

ALICE BAKER WINECOFF (now BAGWELL)

TO

T. E. Gillespie et ux,

Winona Gillespie

For draftsman's use

THIS INSTRUMENT PREPARED BY:
John G. Doak, Atty.
2525 Lebanon Rd.
Nashville, Tenn. 37214

BOOK 4941 PAGE 920

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
T.E GILLESPIE (NAME)	LOMAS & NETTLETON COMPANY (NAME)	
2409 Wilford Dr. (STREET ADDRESS OR ROUTE NUMBER)	3200 Pacific Avenue (STREET ADDRESS)	73-12
Nashville, Tenn. 37214 (CITY) (STATE) (P. O. ZIP)	Virginia Beach, Va. 23451 (CITY) (STATE) (ZIP)	10

D 11258

IDENTIF. REFERENCE

(FOR REGISTER'S USE)

FILED FOR RECORD AUG 14 2 19 PM '75
DAVIDSON COUNTY, TENN. REGISTER

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 36,000.00 Marie B. Cummings
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 12th DAY OF August 19 75

Helen L. Dinkins
Notary Public

MY COMMISSION EXPIRES: 5-24-79

(AFFIX SEAL)

NOTARY PUBLIC DAVIDSON COUNTY

FOR AND IN CONSIDERATION OF the sum of Thirty Six Thousand and no/100 ($36,000.00) DOLLARS

of which $ 6,000.00 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 an installment deed note of even date payable to the order of the grantor herein, in the principal amount of $18,644.35 payable $183.66 per month for 60 installments and a final installment of the entire remaining principal balance; said payments include both principal and interest at the rate of 8 1/2% per annum; the 1st such payment of principal and interest shall be due and payable on the 1st day of September, 1975; and, grantees agree to assume and to pay the balance of the mortgage indebtedness on the premises of record in Book 3209, page 357, in the original principal amount of $15,700.00; assinged to Occidental Ins. Company in Book 3213, page 79, Register's Office for Davidson County, Tennessee.

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,

Alice Baker Winecoff (now Bagwell)

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

T. E. Gillespie and wife, Winona Gillespie

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

BEING Lot No. 263 on the Plan of Section IV, Addition II, Sunset View, as of record in Book 2854, page 64, Register's Office for Davidson County, Tennessee.

SAID Lot No. 263 fronts 120 feet on the south side of Wilford Drive, and runs back 270.5 feet on the west line and 275.3 feet on the east line, to a dead line in the rear on which it measures 104.2 feet.

BEING the same property conveyed to Richard Lewis Winecoff and wife, Alice Baker Winecoff, by deed from Guy A. Walters, Jr., and wife, Ann H. Walters, of record in Book 4117, page 669, said Register's Office the said Richard Lewis Winecoff and Alice Baker Winecoff having since divorced and the interest of Richard Lewis Winecoff having been conveyed to Alice Baker Winecoff by quitclaim deed of record in Book 4609, page 625, Register's Office for Davidson County, Tennessee; the said Alice Baker Winecoff have since remarried and is now Alice Baker Winecoff (now Bagwell)

GRANTOR hereby transfers the escrow account to grantees and does hereby transfer the existing insurance on the premises to grantees.

This is unimproved ( ) improved (X) property, known as 2409 Wilford Drive Nashville, Tenn.
(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 grantors herein do hereby transfer and convey unto John G. Doak Trustee, his successors and assigns, the real estate hereinabefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. We, the said grantors 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 $ full insurable value until the notes herein secured are fully paid, said 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 thereby, 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 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 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 12th day of August 19 75.

Alice Baker Winecoff Bagwell — T. E. Gillespie

ALICE BAKER WINECOFF (now B AGWELL)

T. E. GILLESPIE

Winona Gillespie

WINONA GILLESPIE

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Alice Baker Winecoff (now Bagwell) and Winona Gillespie

the bargainor, with whom I am personally acquainted, and who acknowledged that executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville Tennessee, this 12th day of August, 19 75

Helen L. Jenkins Notary Public

Commission expires 5-20-79

HELEN L. JENKINS * NOTARY PUBLIC * DAVIDSON COUNTY, TENN.

AUG 14 75 CONV 36,000.00
AUG 14 75 MORT'G 18,644.35
STATE OF Alabama
County of Calhoun
AUG 14 75 S'TAX A* 93.60
AUG 14 75 S'TAX A* 16.60
AUG 14 75 PR'FEE A* .50
AUG 14 75 DEED A* 4.00 * 114.70

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named T. E. Gillespie

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 Oxford, Alabama this 5th day of August, 19 75

Lucille S. Hicks Notary Public

Commission Expires April 27, 1977

NOTARY PUBLIC STATE AT LARGE ALABAMA