BOOK A981 PAGE 830

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS:
Thomas J. Biggs, et ux (NAME)	Lomas & Nettleton Co. (NAME)	91-13
6318 Patton Ave. (STREET ADDRESS OR ROUTE NUMBER)	L & C Tower (STREET ADDRESS)	52 BL
Nashville, Tenn. 37209 (CITY) (P. O. ZONE) (STATE)	Nashville, Tennessee (CITY) (ZONE) (STATE)	

INSTALLMENT DEED

FOR AND IN CONSIDERATION OF the sum of Eleven Thousand Nine Hundred Forty-Five and 26/100 DOLLARS

of which $ none 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 this date executed their joint promissory note payable to Jimmy A. Gunter in the amount of $5,000.00 payable in monthly installments of $90.00 each with no interest and have agreed to assume and pay the balance of the indebtedness owed to Murphy Mortgage Company in the approximate amount of $6945.26 pursuant to the terms and conditions as set forth in the instrument securing said indebtedness.

DEC22 75	CONV	11,945.26			
DEC22 75	MORT'G	11,945.26			
DEC22 75 S'TAX			B*	30.94	
DEC22 75 S'TAX			B*	9.90	
DEC22 75 PR'FEE			B*	.50	
DEC22 75	W'DEED		B*	4.00	* 45.34

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.

Jimmy A. Gunter

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

Thomas J. Biggs and wife, Emma L. Biggs

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: Land in Davidson County, Tenn., being Lot No. 14 of Block "H" on the Map of Croleywood,Section II, as of record in Book 1130, page 100, Register's Office for said County, described as follows:

BEGINNING at a point in the north margin of Patton Avenue, the common corner of Lots Nos. 14 and 15; thence with the line between said two lots northerly 181.6 feet to a point in the south line of Lot No. 13; thence with the line between said Lots Nos. 13 and 14, easterly 60.2 feet to a point in the west margin of East Bend Drive; thence with the margin of same southerly 146.9 feet to the beginning of a curve; thence around said curve in a southwesterly direction 47.1 feet to a point on the north margin of said Patton Avenue; thence with the margin of the same, westerly 30 feet to the point of beginning.

BEING the same proeprty conveyed to Jimmy A. Gunter and wife, Aslea D. Gunter, by deed from Carmack Black and wife, Lucile C. Black, of record in Book 4160, Page 333, Register's Office for Davidson County, Tenn.,and being the same property conveyed to Jimmy A. Gunter by decree of the Fourth Circuit Court of Davidson County, Tenn., as recorded in Minute Book 69B,page 548, and as recorded in Book 4486, page 212, R.O.D.C., Tenn.

This is improved [X] unimproved [ ] property known as 6318 Patton 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 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. except as appears herein

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 H. E. Collins 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 $ 10,000.00 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 30TH day of NOVEMBER 1975

X Jimmy A. Gunter — Thomas Jaye Biggs

Emma L. Biggs

STATE OF TENNESSEE

COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 11,945.26

X Emma L. Biggs
Affiant

Subscribed and sworn to before me, this the 1 day of December, 1975

My commission expires 2-8-78 — Harold E Collins, Notary Public
(Affix Seal)

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 Thomas J. Biggs and wife, Emma L. Biggs 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 1st day of DECEMBER, 1975

Commission Expires 2-8-78 — Harold E Collins, Notary Public

STATE OF TENNESSEE

COUNTY OF ~~DAVIDSON~~ Roane

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Jimmy A. Gunter, with whom I am personally acquainted, and who XXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

XXXXXXXX executed the foregoing instrument for the purpose therein contained, XXXXXXXXXXXXXXXXXXXXXX

XXXX

Witness my hand and seal at office in Harriman, Tennessee, this 20 day of November, 1975

X Wm J. Posey, Notary Public

Commission Expires November 20, 1976

This instrument prepared by H.E. Collins, Atty.,802-51st Ave. N.,Nashville,TN

Mail -7

INSTALLMENT DEED

FROM

TO

D 29313

IDENTIF. REFERENCE

DEC 22 1 01 PH '75

FELIX Z. WILSON II 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. 1005—HESSEY 4-1-73