Mail BOOK 4987 PAGE 925 **Installment Deed**

Mail to Hunter Short Atty Court Square Bldg Lawrenceburg Tenn.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
James A. Birdwell, et ux	Same	
(NAME:) Box 97	(NAME:)	37
(STREET ADDRESS OR ROUTE NUMBER) Joelton Tenn.	(STREET ADDRESS)	P/O 1
(CITY) (P. O. ZONE) 37072 (STATE)	(CITY) (ZONE) (STATE)	M

FOR AND IN CONSIDERATION of the sum of Three Thousand, One Hundred Eighty and No/100----------($3,180.00)---------- *Dollars, of which* Five Hundred Eighty and No/100---------- ----------($580.00)---------- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Two Thousand, Six Hundred and No/100 ----------($2,600.00)---------- *Dollars,* James A. Birdwell and wife, Ida Birdwell, *have executed*

their note of even date in said amount payable in equal monthly installments of $54.62 per month including interest at 9½% per annum for a period of 60 months

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, William Gifford and wife, Sue Gifford

have this day bargained and sold, and do hereby transfer and convey unto the said James A. Birdwell and wife, Ida Birdwell, their *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

A tract of land in the 14th formerly the 24th Civil District of Tennessee, and being Tract No. 3 described according to a survey dated September 9, 1975, by J. R. Underwood, Tennessee license number 420 as follows:
BEGINNING at the southeast corner of the E. R. Demonbreun, Jr., property known as Tract No. 2 and an iron pin at the northerly margin of Higdon Road; thence along the E. R. Demonbreun, Jr., property; North 12° 54' 48" East 669.10 feet to an iron pin, thence South 18° 16' East 117.7 feet to an existing iron pin; thence South 53° 32' 47" East 215 feet to a new iron pin; thence South 13° 52' 42" West 494.60 feet to an iron pin at the northerly margin of Higdon Road; thence along the northerly margin of Higdon Road North 74° 20' 41" West 250.0 feet to the point of beginning containing 3.23 acres more or less.
Being the same property conveyed to William Gifford and wife, Sue Gifford from E. R. Demonbreun, Jr., and wife, Frankie Sue Demonbreun, by deed of record in Book 4962, page 174, Register's Office for Davidson County, Tennessee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 3,180.00

Affiant

Subscribed and sworn to before me, this the 7 day of Jan - 19 76

Notary Public

My commission expires: 4-12-78 (Affix Seal)

unimproved ( )
This is improved ( ) property, known as (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 James A. Birdwell and wife, Ida Birdwell, their *(successors), 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 said real estate to said* James A. Birdwell and wife, Ida Birdwell 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 James A. Birdwell and wife, Ida Birdwell, *hereinafter referred to as trustors, hereby transfer and convey unto* Hunter Short, *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 $, 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.

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, 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.

2nd. To the payment of all taxes which may be unpaid on said premises.

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 Registers 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.

Witness our hand s this 9th *day of* January *19* 76 *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

William Gifford — James A. Birdwell

Sue Gifford — Ida Birdwell

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Sharon Gean, *a Notary Public in and for said County and State,* William Gifford, Sue Gifford, James A. Birdwell, and Ida Birdwell

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* 9th *day of* Jan., *19* 76

Sharon Gean *Notary Public*

Commission expires 9-12-78

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ... *a Notary Public of the State and County aforesaid, personally appeared* ....., *with whom I am personally acquainted, and who, upon oath, acknowledged* ..... *self to be* ..... *of the* ....., *the within named bargainor, a corporation, and that* ..... *he as such* ....., *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* ..... *self as* ..... *Witness my hand and seal, at office in* ....., *this* ..... *day of* ....., *19* .....

Notary Public

Commission expires .....

JAN 13 '76 COMM $480.00
JAN 13 '76 CONS $7,600.00
JAN 13 '76 S'TAX
JAN 13 '76 S'TAX
JAN 13 '76 PR'FEE
JAN 13 '76 W'DEED

B* 8.32
B* .60
B* .50
B* 4.00 * 13.42

INSTALLMENT DEED

FROM

William Gifford and Sue Gifford

TO

James A. Birdwell and Ida Birdwell

D 31900

IDENTIF. REFERENCE

Jan 13 11 19 AM '76

FELIX Z. H... REGISTER
DAVIDSON COUNTY, TENN.

Compliments of

GUARANTY TITLE

Office of

CHICAGO TITLE INSURANCE COMPANY

American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE