prepared by: James Hill
Madison, Tenn.

BOOK 5001 PAGE 104

# Installment Deed

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP PARCEL NUMBERS |
|---|---|---|
| James Kilgore, et al (NAME) | Same (NAME) | Map 34-10 |
| 1202 Gallatin Rd N. (STREET ADDRESS OR ROUTE NUMBER) | (STREET ADDRESS) | Parcel 5 |
| Madison, Tenn. (CITY) (P. O. ZONE) (STATE) | (CITY) (ZONE) (STATE) | |

FOR AND IN CONSIDERATION of the sum of Fourteen Thousand Five Hundred and no/100 ($14,500.00) Dollars, of which $6,644,64 is represented by a first mortgage assumed by the Grantees, and One Thousand Five Hundred ($1,500.00) - - - - - - - - - - - - - - - Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder of Six Thousand Three Hundred Fifty Five and 36/100 ($6,355.36) - - - - - - - - - - - - - - -

*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 7th day of August, 1975, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

L. C. Cunniff

Lila G. Cunniff

James Kilgore

James L. Smith

Charles C. Harris

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

*Personally appeared before me,* the undersigned, *a Notary Public in and for said County and State,* L. C. Cunniff, Lila G. Cunniff, James Kilgore, James L. Smith and Charles C. Harris

*the within named bargainors, 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* Madison, Tennessee, *this* 7 *day of* August, *19*75

J. D. Patterson
*Notary Public*

*Commission expires* 8-7-76

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 14,500.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 1st DAY OF March 19 76

Deputy Register

....., *a Notary Public of the State and* .....,
*upon oath, acknowledged* ....*self to be*.....,
*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*.....

**INSTALLMENT DEED**

FROM L. C. Cunniff et ux

TO James Kilgore
James L. Smith
Charles C. Harris

D 38121

IDENTIF. REFERENCE

MAR 1 1 33 PM '76

REGISTER
DAVIDSON COUNTY, TENN.

Compliments of
**Madison Title Company**
320 Gallatin Road
MADISON, TENNESSEE 37115
Representing
Chicago Title Insurance Company
CHICAGO, ILLINOIS