THIS INSTRUMENT PREPARED BY: STANLEY H. SIDICANE
Re-record Suite 330, Stahlman Bldg., Nashville, Tenn. 37201

BOOK 5003 PAGE 247

Original

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD - 4

FROM

J. B. GIBBS and LINNIE K. GIBBS

TO

JAMES E. FREEMAN, TRUSTEE

For draftsman's use
BOOK 4937 PAGE 832

RETURN TO
CLYDE PAUL HOLLAND, ATTY.
2016 Parkway Towers Bldg.
Nashville, Tennessee 37219

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
James E. Freeman, Trustee (NAME)	James E. Freeman, Trustee (NAME)	Map 134
116 20th Ave. South (STREET ADDRESS OR ROUTE NUMBER)	116 20th Ave. South (STREET ADDRESS)	Par. 125
Nashville, Tn. (CITY) (STATE) (P. O. ZIP)	Nashville, Tn. (CITY) (STATE) (ZIP)	Pt. Par 126

D09327

(FOR REGISTER'S USE)

IDENTIF. REFERENCE

AUG 1 1 33 PM '75

REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 117,260.00 Kelly Sowell
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 28 DAY OF July, 1975

Notary Public

MY COMMISSION EXPIRES: 1-31-78

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of One Hundred Seventeen Thousand, Two Hundred Sixty ($117,260.00) and 00/100 ---------- DOLLARS

of which $ 29,315.00 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 in the sum of $87,945.00 payable to the order of J. B. Gibbs and wife Linnie K. Gibbs. Said note is payable with the first payment in the amount of $ 1939.02 due six months from date and thereafter a like amount quarterly until paid in full. Said payments include interest at the rate of 8% per annum.

Taxes for the year 1975 will be paid by seller.

AUG-1	CONV	29,315.00		
AUG-1	CONV	1939.02		
AUG-1	MORT'G	87,945.00		
AUG-1	S'TAX		A* 304.98	
AUG-1	S'TAX		A* 85.90	
AUG-1	DEED		A* 4.00	* 395.38

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,

J. B. Gibbs and wife Linnie K. Gibbs

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

James E. Freeman, Trustee with full power.

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, ~~as follows~~ described in a survey by Charles R. Simmons, registered surveyor, described as follows:

BEGINNING at an iron pin in the center of a ditch on the eastern margin of Antioch Pike near a culvert the N.W. corner of this property and the S.W. corner of a tract of property Vaden Lackey, Trustee, thence with the ditch (generally) and Lackey's southern line N 29 degrees 29 min. E 540.84 feet to a stake thence leaving ditch and with a line severing Gibbs property by a proposed R.O.W. line of Harding Place N 56 Deg. 24 Min.E 221.17 feet to a stake in fence line and in the west margin of the L & N Railroad R.O.W., thence with the railroad R.O.W. S 46 Deg 44 Min E 310.17 feet to a corner steel post, thence leaving Railroad R.O.W. and with a new line severing the Gibbs home place from this tract S 40 deg 00 Min W 260.50 feet to a nail in cement near the east end of a cement block wall thence, in the same direction as wall S 53 Deg 01 Min W 534.40 feet with Spanns north line and old fence line to a point in the east margin of Antioch Pike thence with the East Margin of Antioch Pike N 31 Deg 15 Min W 160.20 feet, to an iron pin in ditch the point of beginning contain 5.33 +/- acres more or less.

BEING part of the same property conveyed to J.B.Gibbs and wife Linnie Knight Gibbs by deed from Mary Rader Lannon of record in book 3701, p.542, and being part of the same property conveyed to J.B. Gibbs and wife Lennie Knight Gibbs from M.E.Ward and wife Portia Savage Ward of record in book 2997 p. 460 in the Register's Office of Davidson County, Tenn.* Lennie Knight Gibbs and Linnie Knight Gibbs & Linnie K. Gibbs being one & the same person.

The vendor's lien herein retained shall be released by the lienholder upon payment of a sum equal to the unpaid balance of such lien divided by the number of acres unencumbered unimproved ( ) and multiplied by the number of acres of the portion upon which release is demanded by the owner.

(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

*and part of the property conveyed to J. B. Gibbs and wife, Lennie Knights Gibbs by deed of Record in Book 3531, Page 17, Register's Office for

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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 grantees herein do hereby transfer and convey unto C. P. Holland 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:

within 30 days from date

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 _____ day of July 19 75.

x James E. Freeman Trustee
James .E. Freeman, Trustee

x J. B. Gibbs
J. B. Gibbs

x Linnie K. Gibbs
Linnie K. Gibbs

Lennie Knight Gibbs and Linnie K. Gibbs are one and the same person.

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 J. B. Gibbs, Linnie K. Gibbs and James E. Freeman, Trustee 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, Tennessee Tennessee, this _____ day of July, 19 75.

C. P. Holland
_____ Notary Public.

CLYDE P. HOLLAND NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Commission expires 3-31-77

re-record

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 _____.

MAR-8 MISC B* 4.00 * 4.00

Witness my hand and seal, at office in _____, this _____ day of _____, 19____.

_____, Notary Public.

Commission expires _____.