This instrument was prepared by William L. Small, Seventh Floor, Third National Bank Building, Nashville, Tennessee 37219

mail **Installment Deed**

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO: BOOK 5017 PAGE 65	MAP-PARCEL NUMBERS
ALBERT B. MALONEY and wife ETHEL MALONEY	Same	Map 93-5-4 p. 43
(NAME)	(NAME)	
507 Willowdale Ct.		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tenn. 37220		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Fifty Five Thousand and No/100 ($55,000.00) ---------- *Dollars,*

of which Sixteen Thousand and No/100 ($16,000.00) ---------- ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Thirty-Nine Thousand and No/100 ($39,000.00) ---------- *Dollars,*

ALBERT B. MALONEY and wife ETHEL MALONEY

have executed

an Installment Note dated the 12TH day of April, 1976,

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, JOE GILBERT, JR. and PAUL H. GILBERT

have this day bargained and sold, and do hereby transfer and convey unto the said ALBERT MALONEY and wife ETHEL MALONEY, their

(successors), heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows:

A certain tract or parcel of land located in the City of Nashville, Davidson County, Tennessee, described as follows, to-wit:

A small lot or tract of land known as lots nos. 115 and 117 and being a part of lot no. 165 on the map of the original Town of Nashville, not of record and described as follows:

Beginning at a point in the westerly margin of 8th Avenue North as now widened and located approximately 140 feet north of Broad Street, being the northeast corner of the property owned by Jane B. Buntin; thence along Buntin's northerly line westerly 83 feet more or less to a point in the east line of the property belonging to the book agents of the Methodist Episcopal Church South, said point being approximately 140 feet north of Broad Street; thence northerly 46 feet ot a point, the southwest corner of the property conveyed to D. V. Johnson by Deed of record in Book 848, Page 329, Register's Office for said County; thence along Johnson's south line easterly 82.33 feet more or

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 55,000.00

Affiant

Subscribed and sworn to before me, this the 12TH day of April 1976

Notary Public

My commission expires: 14 August, 1976

(Affix Seal)

less to the westerly margin of 8th Avenue North as now located; thence with the margin of the same southerly 46 feet to the point of beginning.

Being the same property conveyed to Joe Gilbert, Jr. and Paul H. Gilbert, by deed from American National Bank, of record in Book 1181, page 355, Register's Office for said County.

Buyers shall have permission to raze any improvements located on said real property.

This is unimproved ( ) improved (X) property, known as 115-117 (House Number) 18th Aven. North (Street) Nashville (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 Joe Gilbert, Jr. and Paul H. Gilbert, their ..... *(successors), heirs and assigns forever.* they *covenant that* they 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.*

Joe Gilbert, Jr. and
Paul H. Gilbert

further covenant and bind themselves, their *heirs and representatives, to warrant and forever defend the title to said real estate to said* Albert B. Maloney and wife Ethel Maloney, 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 Albert B. Maloney and wife Ethel Maloney *hereinafter referred to as trustors, hereby transfer and convey unto* Joe Gilbert, Jr., *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; 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, [illegible] 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, [illegible] 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 Register's 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.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 12 day of April, 19 76.

Joe Gilbert, Jr.

Paul H. Gilbert

Albert B. Maloney

Ethel Maloney

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Joe Gilbert, Jr., Albert Maloney and Ethel Maloney

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 Nashville, Tennessee, this 12th day of April, 19 76

NOTARY PUBLIC AT LARGE OF TENN.

William L. Swall Notary Public

Commission expires 14 August, 1976

BOOK 5017 PAGE 68

STATE OF MARYLAND }
COUNTY OF MONTGOMERY }

Personally appeared before me, the Undersigned, *a Notary Public in and for said County and State,* Paul H. Gilbert,

the within named 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 Silver Spring, Md.
this 12 *day of* April, *19* 76

SETH T. ALLEN NOTARY PUBLIC MONTG. COUNTY, MD.

Paul H. Gilbert *Notary Public*

Commission expires 7-1-78

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 .....

INSTALLMENT DEED

FROM

JOE GILBERT, JR. and

PAUL H. GILBERT

TO

ALBERT B. MALONEY and

wife ETHEL MALONEY

D 45482

IDENTIF. REFERENCE

APR 20 2 24 PM '76

FELIX A. [illegible] REGISTER
DAVIDSON COUNTY, TENN.

APR 20 76	CONV	55,000.00			
APR 20 76	MORT'G	39,000.00			
APR 20 76	S'TAX		B*	143.00	
APR 20 76	S'TAX		B*	37.00	
APR 20 76	PR'FEE		B*	.50	
APR 20 76	W'DEED		B*	8.00	* 188.50

Chicago Title Insurance Company
First American Center — Phone 255-4631
NASHVILLE, TENNESSEE 37238