This instrument was prepared by James G. Kennedy, Attorney at Law, 320 Gallatin, Road, Madison, Tennessee. 37115

Installment Deed

BOOK 5078 PAGE 831

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Roy M. Kabigting et ux	← SAME	Map 52-3;Parcels
(NAME:) P.O. Box 1134	(NAME:)	36,37,38,39,47,48,
(STREET ADDRESS OR ROUTE NUMBER) MADISON, TENN. 37115	(STREET ADDRESS)	49,50,51,57 & 58
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of FIVE THOUSAND AND NO/100 ($5,000.00) *Dollars,*

of which five hundred and no/100 ($500.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder FOUR THOUSAND FIVE HUNDRED AND NO/100 ($4,500.00) *Dollars,*

the grantees hereinafter named

have executed

a joint promissory note of even date herewith payable to the order of Eugene Taylor and wife, Myralene Wilson Taylor, in monthly installments of $49.96 each, including principal and interest at the rate of 6% per annum; the term of said note being for a period of ten (10) years from date thereof;

OCT 18	CONV	*5,000.00			
OCT 18	MORT'G	*4,500.00			
OCT 18	S'TAX		B*	13.00	
OCT 18	S'TAX		B*	2.50	
OCT 18	PR'FEE		B*	.50	
OCT 18	W'DEED		B*	8.00	* 24.00

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, We, Eugene Taylor and wife, Myralene Wilson Taylor, hereinafter called the grantors,

have this day bargained and sold, and do hereby transfer and convey unto Roy M. Kabigting and wife, Adela A. Kabigting, herein called the grantees, their

~~successors~~, *heirs and assigns,*

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

TRACT NO. I:

Being Lots Nos. 84, 85, 86, 87, 96 and 97, on the unrecorded plan of East Madison Addition, a subdivision of the northerly 25 acres of the Stiddum Land in the 11th Civil District of said County, described according to a survey made by T. W. Briley, County Surveyor of Summer County, Tennessee, on October 7, 1937.

Said Lots Nos. 84, 85 86, and 87 front 50 feet each on the westerly side of Ward Highway and run back between parallel lines 150 feet to a dead line, and measure 50 feet each thereon.

Said Lot No. 96 fronts 150 feet on the easterly side of Ward Highway and runs back 49 feet, more or less, on the southerly line and 44 feet, more or less, on the northerly line to a dead line, and measures 150 feet, more or less, thereon.

Said Lot No. 97 fronts 150 feet on the easterly side of Ward Highway and runs back 44 feet, more or less, on the southerly line and 41 feet, more or less, on the northerly line to a dead line, and measures 150 feet, more or less, thereon.

TRACT NO. II:

Land in the 11th Civil District, Davidson County, Tennessee being part of Lots Nos. 55, 82 & 83 on the map of East Madison Addition, (not of record), said plan of lots compiled according to a survey made by T. W. Briley, County Surveyor for Summer County, Tennessee, dated October 7, 1937 said parts of said lots front on the easterly margin of Kinsey Highway, now known as Kinsey Boulevard relocated, described as follows:

(CONTINUED)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is ~~greater~~, for this transfer is $ 5,000.00

Affiant

Subscribed and sworn to before me, this the 15th day of October 19 76.

My commission expires:

~~Affix Seal~~

Notary Public

Deputy Register

Continuation of Tract No. II:

Beginning at a point on the east margin of Kinsey Boulevard relocated, said point being on the common line of Lots 55 & 56 of said plat; thence southeastwardly along a line which bisects Lot No. 55 and Lot No. 82, a distance of 185 feet to the common rear corner of Lots No. 82 & 83, which point is located on the westerly margin of an unimproved 50 foot right-of-way shown on the above mentioned plat as Ward Highway; thence southerly along the west margin of said right-of-way 50 feet to the common rear corner of Lots 83 & 84 of said plat; thence westerly along the common line of Lots 83 & 84, a distance of 120 feet to a point which is 30 feet east of the common rear corner of Lots 53 & 54 of said plat; thence northerly along a line which is located 30 feet east of and parallel to the rear line of Lots 54 & 55 of said plat, a distance of 50 feet to a point; thence northwestwardly along a line which bisects part of Lots 55 & 82, a distance of 80 feet to a point on the east margin of Kinsey Boulevard relocated; thence with the east margin of same northwardly 30 feet to the point of beginning.

Being the same property conveyed to Eugene Taylor and wife, Myralene Taylor by deed from Homer E. Chance and wife, of record in Book 4880, page 894, Register's Office for said County.

TRACT NO. III:

Land in Davidson County, Tennessee, being Lots Nos. 47, 48, 49 & 50, on the Plan of East Madison Addition, a subdivision of the northerly 25 acres of the Stiddum Land, not of record, described according to a survey made by T. W. Briley, County Surveyor, Sumner County, Tennessee, October 7, 1937. Said Lots Nos. 47, 48, 49 & 50 are described as follows:

Lot No. 47: Beginning on the easterly margin of Kinsey Highway at a point 1135 feet south of the southerly margin of New Providence Pass, being the corner of Lots Nos. 47, and 48; thence with said Highway southwardly 50 feet to the northwest corner of Lot No. 46; thence with the northerly line of Lot No. 46 eastwardly to the southwest corner of Lot No. 90; thence northwardly along the rear line adjoining the rear line of Lot No. 90 a distance of 50 feet to the southwest corner of Lot No. 89 and the southwest corner of Lot No. 48; thence with the southerly line of Lot No. 48 westwardly to the point of beginning.

Lot No. 48: Beginning on the easterly margin of Kinsey Highway at a point 1135 feet south of the southerly margin of New Providence Pass, being the corner of Lots Nos. 47 & 48; thence eastwardly along the northerly line of Lot No. 47 to a point being at the southeast corner of this lot; the northeast corner of Lot No. 47; the northwest corner of Lot No. 90 and the southwest corner of Lot No. 89; thence along a rear line northwardly and adjoining the rear line of Lot No. 89 a distance of 50 feet to a point being the northeast corner of this lot; the northwest corner of Lot No. 89; the southwest corner of Lot No. 88 and the southeast corner of Lot No. 49; thence with the southerly line of Lot No. 49 westwardly to a point being the northwest corner of this lot and the southwest corner of Lot No. 49 at the easterly margin of Kinsey Highway; thence along the easterly margin of Kinsey Highway southwardly 50 feet to the point of beginning.

Lot No. 49: Beginning on the easterly margin of Kinsey Highway at a point 1085 feet south of the southerly margin of New Providence Pass; being the corner of Lots Nos. 48 and 49; thence eastwardly along the northerly line of Lot No. 48 to a point being at the southeast corner of this lot; the northeast corner of Lot No. 48; the northwest corner of Lot No. 89 and southwest corner of Lot No. 88; thence along a rear line northwardly and along the rear line of Lot No. 88 a distance of 50 feet to a point being at the northeast corner of this lot; the northwest corner of Lot No. 88; the southwest corner of Lot No. 87; and the southeast corner of Lot No. 50; thence with the southerly line of Lot No. 50 westwardly to a point being the northwest corner of this lot and the southwest corner of Lot No. 50 at the easterly margin of Kinsey Highway; thence along the easterly margin of Kinsey Highway, Southwardly 50 feet to the point of beginning.

Lot No. 50: Beginning on the easterly margin of Kinsey Highway at a point 1035 feet south of the southerly margin of New Providence Pass and fronting 50 feet more or less on the east side of Kinsey Boulevard or Highway and extending back 150 feet on the north line and 140 feet on the south line to a rear line measuring 50 feet more or less thereon.

Being the same property conveyed to Eugene Taylor and Myralene Wilson (now Taylor) by deeds from Frank E. Ratner and Elizabeth Ratner, of record in Book 4771, page 473; and from Charles U. Coggin, Jr., and Robert M. Coggin, of record in Book 4642, page 931, said Register's Office.

unimproved ( )
This is improved ( ) property, known as ..... (House Number) ..... (Street) ..... P. O. Address: ..... (City or Town)

BOOK 578 PAGE 833

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, 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* grantees, 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 grantees *hereinafter referred to as trustors, hereby transfer and convey unto* Harlan Dodson, III, *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.

BOOK 5078 PAGE 834

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 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 15th *day of* October, *19* 76

D 7 2 7 5 2

IDENTIF. REFERENCE

Oct 18 10 23 AM '76

FEE $ ... REGISTER DAVIDSON COUNTY, TENN.

* Eugene Taylor
(Eugene Taylor)
Myralene Wilson Taylor
(Myralene Wilson Taylor)
Roy M Kabigting
(Roy M. Kabigting)
Adela A. Kabigting
(Adela A. Kabigting)

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Eugene Taylor and wife, Myralene Wilson Taylor; Roy M. Kabigting and Adela A. Kabigting

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 Madison, *this* 15th *day of* October, *19* 76.

James A. Haskins
Notary Public

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Commission expires 5-5-79