BOOK 5092 PAGE 943 Installment Deed

Mail This Deed prepared by Harris A. Gilbert, Atty 7th Fl, Third National Bank Bldg, Nashville, Tenn

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
JAMES W. MONROE	Same	41-80
(NAME:) 1124 Westchester Drive	(NAME:)	
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tenn. 37207	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Eighty-Three Thousand Dollars ($83,000.00) *Dollars, of which* Ten Thousand Dollars ($10,000.00) *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Seventy-Three Thousand Dollars ($73,000.00) *Dollars,*

JAMES W. MONROE *has* S *executed*

1 KAG
2 WM

An Installment Deed note providing for payment of the sum of $4,!85.78 on the first day of June !977 and the sum of $4,!85.78 on the first day of each succeeding six months, for a period of !80 months, with interest at the rate of eight percent (8%).

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, HARRIS A. GILBERT, PAULINE GILBERT and CHARLES GILBERT, JR.

have this day bargained and sold, and do hereby transfer and convey unto the said JAMES W. MONROE, his

(successors), heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows: Being a certain parcel of land conveyed to Frank M. Lafferty by deed of record in Book No. 144, page 480, R.O.D.C., Tennessee, described therein and bounded on the north by Gleaves Lands, on the south and east by Braces' Lands, on the west by Dickerson Turnpike; containing 16 acres and 56 poles, and which said land is more specifically described in deed of record in Book No. 29, page 562, R.O.D.C., Tennessee as follows: Beginning at a sugar tree at the southwest corner of a tract of land once bought by said McKay from Isaac Summer; running thence west 97-4/10 poles to an iron pin in the center of the Louisville Branch Turnpike; thence with the center of said Turnpike south 6 poles; thence south 6 degrees east 22-12/100 poles to a stake in the W. H. Jenkins' line; thence north 89 degrees east with said Jenkins line 94-72/100 poles to a stake, said Jenkins' corner; thence north 1 degree east 26-3/100 poles to the beginning, containing a survey 16 acres and 56 poles, more or less. Being the same property conveyed to the Leon Gilbert by deed from Nellie Mai Taylor and husband, R.L. Taylor, of record in Book 910, page 153, R.O.D.C., Tennessee, to which reference is here made. Being part of the property conveyed to Harris Gilbert, Pauline Gilbert and Charles Gilbert, Jr., by deed from Leon Gilbert, of record in Book 2602, page 423, Register's Office for said County.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 83,000

Affiant

Subscribed and sworn to before me, this the 30th day of November, 1976.

Notary Public

My commission expires Dec. 4, 1979 (Affix Seal)

DEC-27	CONV	83,000.00			
DEC-27	MORT'G	73,000.00			
DEC-27	S'TAX		B* 215.80		
DEC-27	S'TAX		B* 71.00		
DEC-27	PR'FEE		B* .50		
DEC-27	W'DEED		B* 8.00	*	295.30

unimproved ( )
This is improved (X) property, known as 3699 Dickerson Road, Nashville, Tennessee.
(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 W. MONROE, his *(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* our *heirs and representatives, to warrant and forever defend the title to said real estate to said* JAMES W. MONROE, his *(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 HARRIS A. GILBERT, PAULINE GILBERT and CHARLES GILBERT, JR. *hereinafter referred to as trustors, hereby transfer and convey unto* Harris A. Gilbert, *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.

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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 30th *day of* November, *19* 76

HARRIS A. GILBERT

PAULINE GILBERT

CHARLES GILBERT, JR.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Nancy Edwards, *a Notary Public in and for said County and State,* Harris A. 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 Nashville, *Tennessee, this* 30th *day of* November, *19* 76

Nancy Edwards *Notary Public*

Commission expires February 4 1979

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

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STATE OF NEW YORK
BOROUGH OF MANHATTAN
~~COUNTY OF~~

Personally appeared before me, Benjamin H. Kristal, *a Notary Public in and for said County and State,* Pauline Gilbert

the within named bargainor....., with whom I am personally acquainted, and who acknowledged that she *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at New York, New York
this 14th *day of* November, *19* 76.

BENJAMIN H. KRISTAL
NOTARY PUBLIC, STATE OF NEW YORK
No. 31-7369500
Qualified in New York County
Commission Expires March 30, 78

Benjamin H. Kristal *Notary Public*

Commission expires

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Frank L. Lewis, *a Notary Public in and for said County and State,* [illegible]

the within named bargainor....., with whom I am personally acquainted, and who acknowledged that executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee
this 30 *day of* November, *19* 76

NOTARY PUBLIC, Tennessee

Frank L. Lewis *Notary Public*

My Commission Expires May 8, 1978
Commission expires

Notary Public

Commission expires

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Nancy Edwards a Notary Public of the State and County aforesaid, personally appeared Charles Gilbert, Jr., 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 Nashville, Tennessee, this 30th day of November, 1976.

NANCY EDWARDS NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Nancy Edwards
Notary Public

My Commission Expires: February 4, 1979

Mail Book to Attorney in case
Main Office, Nash.
7E-Floor,

INSTALLMENT DEED

FROM
HARRIS A. GILBERT,
et al.

TO
JAMES W. MONROE,

D 79412

IDENTIF. REFERENCE

DEC 2 10 42 AM '76
FELIX A. WILSON, REGISTER
DAVIDSON CO., TENN.

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