FORM 1002

BOOK 5146 PAGE 982

INSTALLMENT DEED

PREPARED BY
S. RALPH GORDON
1112 PARKWAY TOWERS
NASHVILLE, TENN. 37219
mail

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Billy Wilson	Same	94-2
(NAME:) 1615 ~~Eastside~~ Avenue	(NAME:)	20
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tenn.	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION OF the sum of Ten Thousand Seven Hundred Fifty and No/100 ($10,750.00)---------- DOLLARS

of which $ 750.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees has executed his promissory note of even date herewith in the original principal sum of $10,000.00, payable in 120 monthly installments of $121.33 each, including interest on the unpaid balance at the rate of 8% per annum, commencing on the 10TH day of June, 1977, and thereafter on the 10TH day of each following month, until both principal and interest have been paid in full,

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 10,750.00
Affiant
SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 13th DAY OF May 1977
Deputy Register

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 expresaly retained on the land herein conveyed,

We, Harry Gordon and wife, Gladys E. Gordon

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

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 268 on the Plan of Edgefield Land Company's First Subdivision, as of record in Book 57, page 130, Register's Office for Davidson County, Tennessee.

Said Lot No. 268 fronts 50 feet on the northerly side of East Side Avenue and runs back between parallel lines 150 feet to an alley.

Being the same real property conveyed to Harry Gordon by deed of record in Book 3904, Page 841, Register's Office for Davidson County, Tennessee, and corrected in Book 3930, Page 137, Register's Office for Davidson County, Tennessee.

This is unimproved ( ) improved (X) property, known as 1615 Eastside Avenue (House Number) (Street) Nashville, Tennessee P. O. Address: (City or Town) (Postal Zone)

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 grantors herein do hereby transfer and convey unto S. Ralph Gordon 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 grantors 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 $ 10,750.00 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 hereby, the same to bear interest from the date of such payment. Now, if we, the said grantors, shall pay the notes aforesaid when due according to the tenor and effect thereof, and keep up repairs, and keep said improvements insured as aforesaid, then this conveyance shall be of no further force or effect. But if we fail to pay any one of said notes or any part thereof promptly at maturity or if, failing to pay taxes, keep up repairs or keep said improvements insured as aforesaid, we fail to reimburse the holder of said notes for any sums so paid for any of the above purposes with interest as aforesaid within ten days after demand therefor, then this conveyance shall remain in full force and effect, and the said Trustee, or his successor in office, is hereby authorized and empowered, after having first given twenty days notice by three publications in any newspaper in general circulation, published in Davidson County, Tennessee, of the time, place and terms of sale, to sell the property hereinbefore described at the door of the Courthouse of Davidson County, Tennessee, at public outcry to the highest bidder for cash, at which sale the said Trustee, or any person acting for him, may bid at any sale under this deed of trust. The said Trustee may bid at any sale made hereunder and become the purchaser of said property, and shall only account for the net proceeds 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 of the premises, he 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 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 10th day of May 19 77.

Harry Gordon — Billy Wilson

Harry Gordon — Billy Wilson

Gladys E. Gordon

MAY 13 77 CONV 10,750.00
MAY 13 77 MORTG 10,000.00
MAY 13 77 S'TAX B* 27.82
MAY 13 77 S'TAX B* 8.00
MAY 13 77 PR'FEE B* .50
MAY 13 77 W'DEED B* 4.00 * 40.32

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 Harry Gordon and wife, Gladys E. Gordon and Billy Wilson the 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, this 10th day of May 19 77.

Commission Expires 6/24/80 — Notary Public

STATE OF _____
_____ County

Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____, with whom I am personally acquainted and who upon { his oath / their several oaths } acknowledged { himself / themselves } to be the _____ and _____ respectively of the _____, the within named bargainor, a corporation, and that { he / they } as such _____ and _____, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said _____ as such _____ and attesting the same by the said _____ as such _____.

WITNESS my hand and official seal at office at _____ on this the _____ day of _____, 19____.

My commission expires _____ Notary Public

INSTALLMENT DEED
FROM
Harry Gordon, et ux
TO
Billy Wilson

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

E03641

CROSS REFERENCE