BOOK 5148 PAGE 533

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

FROM
BETTY S. HOLLIS and
SHEILA T. HOLLIS

TO
LARRY GAMBRELL et ux WANDA

For draftsman's use

THIS INSTRUMENT PREPARED BY:

COPAS & HAMILTON
Attorneys-at-Law
129 Cherry Street
Lebanon, TN 37087

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mr.& Mrs.Larry Gambrell (NAME)	National Homes Acceptance Corp. (NAME)	Map 52-2
328 Randy Road (STREET ADDRESS OR ROUTE NUMBER)	P. O. Box 250, Earl Avenue (STREET ADDRESS)	Parcel 246
Madison, TN 37115 (CITY) (STATE) (P. O. ZIP)	Lafayette, IN 47902 (CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

IDENTIF REFERENCE
MAY 18 10 45 AM '77
REGISTER
DAVIDSON CO., TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 26,175.00

Larry Gambrell
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 12th DAY OF May, 1977.

Gary D. Copas
Notary Public

MY COMMISSION EXPIRES: M-9-80

(AFFIX SEAL)

NOTARY PUBLIC STATE OF TENNESSEE

FOR AND IN CONSIDERATION OF the sum of Twenty-Six Thousand One Hundred Seventy-Five and no/100---------- DOLLARS of which $ 3,000.00 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 assumed the balance of an existing mortgage indebtedness payable to National Homes Acceptance Corporation and secured by a Deed of Trust, dated September 18, 1975, of record in Book 4958, Page 787, in the Register's Office for Davidson County, Tennessee; and the said Grantees have furthermore executed their one Installment Deed Note of even date herewith in the principal sum of Two Thousand Dollars ($2,000.00) due and payable to the order of Betty S. Hollis and Sheila T. Hollis on May 1, 1978, in the sum of Two Thousand One Hundred Seventy-Seven and 50/100 Dollars ($2,177.50), said sum including both principal and interest from date at the rate of 9% per annum,

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,

We, Betty S. Hollis and Sheila T. Hollis,

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

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

BEING Lot No. 30 on the Plan of Rainbow Terrace, Section 3, as of record in Book 2133, Page 20, Register's Office, Davidson County, Tennessee, described as follows:

BEGINNING at a point in the westerly margin of Randy Road at the common corner of Lots No. 30 and 31, Thence southwardly 130.8 feet to a point in the northerly margin of Cherly Avenue, Thence eastwardly 383.5 feet to a point being the beginning of a curve; Thence northeastwardly around said curve 39.68 feet to a point in the westerly margin of Randy Road; Thence northwardly with said margin of Randy Road 95 feet to the point of beginning.

BEING the same property conveyed to Betty S. Hollis and Sheila T. Hollis by deed from Carla A. Hills, Secretary of Housing and Urban Development, of record in Book 4970, Page 610, in the Register's Office for Davidson County, Tennessee.

unimproved ( ) property, known as (X) improved 328 Randy Road, Madison, TN 37115
(House Number) (Street) 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, unless otherwise herein set out.

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 Gary D. Copas 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 $ insurable value upon 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:

1. To the payment of said mortgage secured in Book 4958, Page 787, R.O.D.C.

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 12th day of May, 19 77.

Betty S. Hollis — Larry Gambrell

Sheila T. Hollis — Wanda D. Gambrell

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named BETTY S. HOLLIS and SHEILA T. HOLLIS, LARRY GAMBRELL and wife, WANDA GAMBRELL, 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, Davidson County, Tennessee, this 12th day of May, 1977.

Gary D. Copas, Notary Public.

NOTARY PUBLIC STATE OF TENNESSEE GARY D. COPAS

Commission expires 11-9-80

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

MAY 18 CONV 26,175.00
MAY 18 S TAX $*
MAY 18 TRFEE $* .50
MAY 18 MDEED $* 4.00 * 72.62

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 .