INSTALLMENT DEED BOOK 5226 PAGE 313

For and in Consideration of the sum of ----EIGHTEEN-THOUSAND, FIVE-HUNDRED AND 00/100 ($18,500.00)---------- Dollars, of which ---FOUR-THOUSAND AND 00/100 ($4,000.00)---------- Dollars, has been paid in cash by Rita K. Gibbs, unmarried the receipt of which is hereby acknowledged, and for the remainder --FOURTEEN-THOUSAND, FIVE-HUNDRED AND 00/100 ($14,500.00)---------- Dollars, the said Rita K. Gibbs, unmarried has has this day executed her one promissory note in the principal sum of $14,500.00 payable to the order of John C. Carrington and wife, Currie D. Carrington, and given as part of the purchase money on the herein described property. Said note is payable in six (6) consecutive annual installments as follows:

1. $1,500.00 on or before November 15, 1978, plus interest, interest being at the rate of 9% per annum on the unpaid principal sum:
2. $1,500.00 on or before November 15, 1979, plus interest, interest being at the rate of 9% per annum on the unpaid principal sum;
3. $1,500.00 on or before November 15, 1980, plus interest, interest being at the rate of 9% per annum on the unpaid principal sum:
4. $1,500.00 on or before November 15, 1981, plus interest, interest being at the rate of 9% per annum on the unpaid principal sum:

*(Continued, see page three).....

all of said notes bearing six per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, John C. Carrington and wife, Currie D. Carrington

have this day bargained and sold, and do hereby transfer and convey unto the said Rita K. Gibbs, unmarried, her heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in the 13th Civil District of said County and State, described according to a survey by Southern Land Surveying Co. Inc., dated January 17, 1973, as follows:

Beginning at a point in the northwesterly margin of Tidwell Hollow Road. said point being the northeasterly corner of the property conveyed to Charles H. Schreiber and wife by deed of record in Book 4732, Page 368, Register's Office for said County: thence running along Schreiber's northerly boundary line North 40 degrees 31 minutes 51 seconds West 1,546.09 feet to a point; thence North 85 degrees 00 minutes East 368.24 feet to a point, thence South 40 degrees 31 minutes 51 seconds East 1,325.36 feet to a point in the northwesterly margin of Tidwell Hollow Road: thence with same southwestwardly 122.42 feet to a point; thence South 49 degrees 43 minutes 10 seconds West 177.56 feet to the point of beginning, containing 9.90 acres, more or less.

Being the same property conveyed to John C. Carrington and wife, Currie D. Carrington, by deed from Lewis W. Collier and wife, Dale Collier, of record in Book 4779, Page 260, Register's Office for Davidson County, Tennessee.

This instrument is made subject to restrictive covenants of record in Book 4204, Page 110, Register's Office for Davidson County, Tennessee, and to all applicable local government planning, building and zoning regulations.

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

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Rita K. Gibbs, unmarried, her 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 and our heirs and representatives, to warrant and forever defend the title to said real estate to said Rita K. Gibbs, unmarried her 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 me in hand paid, I, the said Rita K. Gibbs, unmarried

do hereby transfer and convey unto Tom G. Coleman, Jr., Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

I, the said Rita K. Gibbs, unmarried 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 interest 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 interst may appear.

I 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 I 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 I, the said Rita K. Gibbs, unmarried 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 I 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; I 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 trust conveyance. I 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. I 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:

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 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 borrower representatives or assigns.

*Continued from page one.....

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5. $1,500.00 on or before November 15, 1982, plus interest, interest being at the rate of 9% per annum on the unpaid principal sum;

6. $7,000.00 on or before November 15, 1983, plus interest, interest being at the rate of 9% per annum on the unpaid principal sum.

The first payment falling due on the 15th day of November, 1978, and continuing in consecutive annual installments as aforesaid until both principal and interest are fully paid. Amounts paid will be credited first to interest due; balance to unpaid principal sum.

E38570

T
IDENTIF. REFERENCE

Nov 25 8 42 AM '77

FELIX Z. ... REGISTER
BAY... FIN.

NOV25'77	CONV	18,500.00		
NOV25'77	MORT'G	14,500.00		
NOV25'77	S'TAX		8* 48.10	
NOV25'77	S'TAX		8* 12.50	
NOV25'77	PR'FEE		8* .50	
NOV25'77	W'DEED		3* 10.00	* 71.10

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 Tom G. Coleman, JR., Trustee, shall be vested in said successor.

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 John C. Carrington and wife, Currie D. Carrington and Rita K. Gibbs, unmarried hereunto set our hands at Nashville, Tennessee, this the 15th day of November 19 77

John C Carrington
Currie D. Carrington
Rita K. Gibbs

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named John C. Carrington and wife, Currie D. Carrington

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, Tennessee, this 15 day of November, 19 77

Commission Expires 8-3-80

Notary Public.

STATE OF TENNESSEE
DAVIDSON County.

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Rita K. Gibbs, unmarried

the 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 Nashville, Tennessee this 21st day of November, 19 77

Commission Expires 8-3-80

Notary Public.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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Before me, ..., a Notary Public of the State and County aforesaid, personally appeared .....,

with whom I 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 .....

(over for additional acknowledgements)

INSTALLMENT DEED

FROM

TO

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

TERRELL CO. NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Rita K. Gibbs, unmarried (NAME)	New Owner (NAME)	Map 78
652-A Ezell Rd (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	p/o Par 20
Nashville Tenn 37217 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

Mail Tom G. Coleman, Jr.
Attorney at Law
1702 Parkway Towers
Nashville, Tennessee 37219

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$18,500.00 Tom Coleman
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 22nd DAY OF November, 19 77

Notary Public

MY COMMISSION EXPIRES: 8-3-80

(AFFIX SEAL)