**INSTALLMENT DEED**

For and in Consideration of the sum of Thirty-One Thousand ($31,000.00) Dollars,

of which Seven Thousand Seven Hundred Fifty ($7,750.00) Dollars,

has been paid in cash by Nancy B. Gossage, single, the grantee hereinafter named,

the receipt of which is hereby acknowledged, and for the remainder Twenty-Three Thousand Two Hundred Fifty ($23,250.00) Dollars,

the said Nancy B. Gossage, grantee has this day executed her promissory note for $23,250.00 payable to Harry Overbey and wife, Ethel Overbey, in monthly installments of $175.00 per month for 60 months, the first of which said payments shall be payable one month from the date hereof, and similar payments of $175.00 on the same day of each successive month thereafter until 60 payments have been made at which time, the remaining balance is due and payable in a lump sum and said balance shall be paid in full; said payments to include principal and interest at the rate of nine per cent per annum from date,

~~all of said notes bearing 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, we, William H. Overbey, Robert J. Overbey, Jessie W. Overbey, Harry S. Overbey and Martha Overbey Read as only heirs-at-law of Oriel Overbey Bateman, deceased have this day bargained and sold, and do hereby transfer and convey unto the said Nancy B. Gossage, her heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being the easterly one-half of Lot No. 168 on the plan of Inglewood Place, as of record in Book 332, page 101, Register's Office for said County.

Said part of Lot No.168 fronts 50 feet on the northerly side of Howard Avenue and runs back between parallel lines 205 feet to a dead line.

Being the same real property conveyed to S. L. Bateman and wife, Oriel O. Bateman, by deed from Frank A. Taylor, Robert W. Taylor, Irene Taylor and Margaret Taylor King, as only heirs-at-law of G. A. Taylor, deceased, of record in Book 2736, page 17, said Register's Office, both grantees having since died, the said S. L. Bateman having predeceased his wife, Oriel O. Bateman, who died survived by William H. Overbey, Robert J. Overbey, Jessie W. Overbey, Harry S. Overbey and Martha Overbey Read as her only heirs-at-law.

The above described property is conveyed subject to restrictive covenants of record in Book 385, page 13, said Register's Office.

This is unimproved ( ) / improved (X) property, known as 1135 Howard Avenue (House Number) (Street) P. O. Address: Nashville, Tennessee 37216 (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 Nancy B. Gossage, 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 our heirs and representatives, to warrant and forever defend the title to said real estate to said Nancy B. Gossage, 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 Nancy B. Gossage

do hereby transfer and convey unto Ronald W. Kilgore, 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 Nancy B. Gossage 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 $23,250.00 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 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 Nancy B. Gossage 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 Nancy B. Gossage, her 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 Ronald W. Kilgore, 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 grantors, William H. Overbey, Robert J. Overbey, Jessee W. Overbey, Harry S. Overbey, Martha Overbey Read, heirs at law of Oriel Overbey Bateman and Nancy B. Gossage, grantee hereunto set our hands at Nashville, Tennessee, this the 1st day of September 1978.

William H. Overbey William H. Overbey

Robert J. Overbey Robert J. Overbey

Jessee W. Overbey Jessee W. Overbey

Harry S. Overbey Harry S. Overbey

Nancy B. Gossage Nancy B. Gossage

Martha Overbey Read Martha Overbey Read

STATE OF TENNESSEE
Davidson County

Personally appeared before me, MYERS E. BROWN, a Notary Public in and for said County and State, the within named William H. Overbey, Robert J. Overbey, Jessee W. Overbey, Harry S. Overbey, and Martha Overbey Read, heirs-at-law of Oriel Overbey Bateman.

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 1st day of September, 1978

Commission Expires: May 12, 1980 Myers E. Brown, Notary Public.

STATE OF TENNESSEE
DAVIDSON County.

Personally appeared before me, Myers E. Brown, a Notary Public in and for said County and State, the within named Nancy B. Gossage, single

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 1st day of Sept., 1978

Commission Expires: May 12, 1980 Myers E. Brown, Notary Public.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 5338 PAGE 763

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)

| | | | | | |
|---|---|---|---|---|---|
| SEP 18 78 | CONV | 31,000.00 | | | |
| SEP 18 78 | MORT'G | 23,250.00 | | | |
| SEP 18 78 | S'TAX | | B* | 80.60 | |
| SEP 18 78 | S'TAX | | B* | 21.20 | |
| SEP 18 78 | PMTFEE | | B* | .50 | |
| SEP 18 78 | W'DEED | | B* | 8.00 | * 110.30 |

INSTALLMENT DEED

FROM
WILLIAM H. OVERBEY, et al

TO
NANCY B. GOSSAGE

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

Return to:
FELLER BROWN REALTY & AUCTION CO.
212 Madison Street P. O. Box 761
Madison, Tennessee 37115

E 8 9 1 2 7

IDENTIF. REFERENCE

SEP 18 9 28 AM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| NANCY B. GOSSAGE (NAME) | NANCY B. GOSSAGE (NAME) | 72-3 |
| 1508 Dickerson Road (STREET ADDRESS OR ROUTE NUMBER) | 1508 Dickerson Rd. (STREET ADDRESS) | 116 |
| Nashville, Tennessee (CITY) (STATE) (P. O. ZIP) | Nashville, Tennessee (CITY) (STATE) (ZIP) | |

THIS INSTRUMENT WAS PREPARED BY

RONALD W. KILGORE
Attorney at Law
P. O. Box 2725
Nashville, Tennessee 37219

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 31,000.00 Nancy B. Gossage
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 12 DAY OF Sept. 19 78

Notary Public

MY COMMISSION EXPIRES: May 12, 1980

(AFFIX SEAL)