Prepared by
Dr. Ronald Underwood
Belmont College
Nashville, Tn. 37203

Installment Deed

BOOK 5457 PAGE 508

2940

06/28 200.50- CHECK

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Herbert C. Gabhart and wife, Helen A. Gabhart	Same	117-10
(NAME:) 2425 Bear Road	(NAME:)	Par 31
(STREET ADDRESS OR ROUTE NUMBER) Nashville, TN 37215	(STREET ADDRESS)	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION of the sum of Fifty-five Thousand ($55,000.000) Dollars, of which -0- Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder Fifty-five Thousand ($55,000.00) Dollars, Herbert C. Gabhart and wife, Helen A. Gabhart have executed

their Promissary Note of even date herewith in the amount of fifty-five thousand ($55,000.00) dollars; said note is payable to the order of Belmont College, Nashville, Tennessee, consisting of fifty-nine (59) monthly installments of nine-hundred, sixteen & 67/100 ($916.67) dollars, and a final installment of nine hundred sixteen & 47/100 ($916.47) dollars, without interest, commencing on the 1st day of July, 1979, and thereafter on the same date during each subsequent installment period until paid in full.

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, Belmont College

have this day bargained and sold, and do hereby transfer and convey unto the said Herbert C. Gabhart and wife, Helen A. Gabhart the Grantees herein, their (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 19 of Block 5 on the Plan of Woodmont Estates, of record in Book 974, page 29, Register's Office of said County.

Said Lot No. 19 of Block 5 fronts 167.3 feet on the south side of Bear Road and extends back 308.1 feet on the westerly line and 286.7 feet on the easterly line to a dead line in the rear on which it measures 140 feet.

Being property devised to Kathryn Boney under the Will of Sam M. Boney, deceased, of record in Will Book 77, page 107, Probate Court of said County.

Being the same property transferred by Kathryn Boney, a widow, to Belmont College, or record in Book 3858, page 995, Register's Office for said County.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 55,000.00

Affiant

Subscribed and sworn to before me, this the 1st day of June 1979

My commission expires: May 24 1980 (Affix Seal)

Notary Public

unimproved ( )
This is improved ( ) property, known as 2425 Bear Road, Nashville, TN 37215
(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 Grantees their (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 ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Grantees, their (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 Grantees hereinafter referred to as trustors, hereby transfer and convey unto ....., 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 $ 90,000, 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.

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 aforeasid, 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.

BOOK 5457 PAGE 509

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 Registers Office for Davidson County, Tennessee, and the title herein conveyed to the above named 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.

Witness our hands this 1st day of June, 1979, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

Herbert C. Gabhart

Helen A. Gabhart

Sam Ridley, Chairman of the Board of Trustees - Belmont College

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, James Hall Youree, III, a Notary Public in and for said County and State, Herbert C. Gabhart and wife, Helen A. Gabhart

the within named 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 June, 1979.

James Hall Youree, III
Notary Public

Commission expires Dec 3, 1979

JAMES HALL YOUREE, III NOTARY PUBLIC TENN AT LARGE

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, James Hall Youree, III, a Notary Public of the State and County aforesaid, personally appeared Sam Ridley, with whom I am personally acquainted, and who, upon oath, acknowledged him self to be Chairman of the Board of Trustees of the Belmont College, the within named bargainor, a corporation, and that he as such Chairman of the Board of Trustees, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by him self as Chairman of the Board of Trustees.

Witness my hand and seal, at office in Nashville, Tennessee this 1st day of June, 1979.

James Hall Youree, III
Notary Public

Commission expires Dec 3, 1979

JAMES HALL YOUREE, III NOTARY PUBLIC TENN AT LARGE

INSTALLMENT DEED

FROM BELMONT COLLEGE

TO Herbert C. Gabhart and wife, Helen A. Gabhart

F 37315

IDENTIFICATION REFERENCE

JUN 28 2 59 PM '79

FEE $ 1.50 IN REGISTER'S OFFICE DAVIDSON COUNTY, TENN.

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

Chicago Title Insurance Company
2000 Richard Jones Road
Nashville, Tenn. 37215
Phone 298-2627

OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

BOOK 5457 PAGE 510

RECEIVED OF _____

FOR _____

CO - CONVEYANCE	CC - CERTIFIED COPY	MS - MISCELLANEOUS
MO - MORTGAGE	MR - RELEASE	ST - STATE TAX CONVEY.
WD - WARRANTY DEED	UC - UNIFORM COMMERCIAL CODE	ST - STATE TAX MORT.
TD - TRUST & DEED		PF - PROBATE FEES

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			56000.00- CO	
			56000.00- MO	
			1413.00 CO TX	
	VD		1413.00- CO TX	
			143.00 CO TX	
			53.00 MO TX	
			.50 PRFEE	
			4.00 MDEED	
			CHECK 20.50-	
			.00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F 37315

IDENTIF. REFERENCE

JUN 28 2 59 PM '79

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TENN.

No. 693770