This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD - 4

4676 09/27 478.50- CHECK

FROM

Cecil Stone et al

TO

Roger J. Gonzalez et ux

For draftsman's use

William G. Traber, Attorney
107 Donelson Pike
Nashville, Tennessee 37214t

BOOK 5505 PAGE 733

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Roger Gonzalez (NAME)	SAME (NAME)	105-4
3800 Kingswood Ave. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	147.1, 148-149
Nashville Tn. 37216 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

IDENTIF. REFERENCE

SEP 27 10 13 AM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

F. 5 4 5 4 9

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 135,000.00 Roger J Gonzalez
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 14th DAY OF Sept, 1979.

Notary Public

MY COMMISSION EXPIRES: 11-12-82

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of One Hundred Thirty Five Thousand and no/100 **DOLLARS**

of which $ 12,000.00 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 executed one note in the amount of $123,000.00 payable to the Grantors in 15 years at an interest rate of 11% per annum. This is a wrap around mortgage and the principal included all encumbrances against the property and is not in addition thereto. Grantor agrees to pay the first mortgage to Third National Bank of record in Book 4759, page 305 and the second mortgage to William M. Redding et al, of record in Book 5283, page 724, out of monies received from Grantees. First payment October 1, 1979, If paid more than 10 days after due date a Penalty of $25.00 shall be imposed.

In case of loss, mortgage will be paid off.

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,

Cecil Stone and Milton Herring

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Roger J. Gonzalez and wife, Mary F. Gonzalez

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

Land in Davidson County, Tennessee, being all of lots No. 4,5,6.7,8,9,10 and 11 on the Plan of the Subdivision of the Mansion House Lot in Trimble's Addition to Nashville as of record in Book 57, page 84, Register's Office of Davidson County.

Said Lots No. 4,5,6 and 7 front together 180½ feet on the westerly margin of Thomas Street and run back 102 feet to an alley.

Said Lots No. 8,9,10 and 11 front together 158 3/4 feet on the easterly margin of John Street and run back 102 feet to an alley.

Being the same property conveyed to Cecil Stone and Milton Herring by deed from William M. Redding and wife, Lillian B. Redding and Thomas L. Collie and wife, Margaret Collie, as of record in Book 5283, page 721, said Register's Office.

Also conveyed herewith is an unnumbered alley lying between John Street & Thomas Street extending from alley No. 691 southwardly to Garden Street. Said alley lying east of lots 8,9,10 and 11, and lying west of Lots No. 4,5,6 and 7.

Also conveyed herewith is the southerly one-half of an alley No. 691, being the first alley south of Shepard Street, extending between Thomas Street and John Street. Said alley lying south of lots No. 1,2,and 3 on the Plan of Trimble's Addition to Nashville, as of record in Book 57, page 84, in the Register's Office

This is unimproved ( ) improved ( ) property, known as ---- (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.

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 W.G. Traber Trustee, his successors and assigns, the real estate hereinabefore 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 $ 123,000.00 and 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:

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 14th day of September 19 79

Milton S. Herring — Roger J Gonzalez

Cecil L Stone — Mary F. Gonzalez

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 Cecil Stone and Milton Herring, ROGER J GONZALEZ AND MARY F. GONZALEZ 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 Tennessee, this 14th day of September, 19 79

William G. Traber
Notary Public.

WILLIAM G. TRABER NOTARY PUBLIC DAVIDSON COUNTY TENNESSEE

Commission expires 11-12-80

*for said County and lying north of Lot No. 11 and 4 in said Subdivision; title to the southerly half of said Alley was acquired by the Grantor by deed of record in Book 3282, page 217, Register's Office for Davidson County, Tennessee.

Said alleys described above were closed by Nashville City ordinance No. 60-133, said ordinance being of record in Minute Book 14, page 202 City Clerk's office, Nashville, Tennessee.

MAIL TO:
W. G. TRABER
P.O. Box 190205
NASHVILLE, TENN. 37219

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

BOOK 5505 PAGE 735

RECEIVED OF _____

FOR _____

CO - CONVEYANCE
MO - MORTGAGE
WD - WARRANTY DEED
TD - TRUST DEED

CC - CERTIFIED COPY
REL - RELEASE
UCC - UNIFORM COMMERCIAL CODE

MISC - MISCELLANEOUS
CO TX - STATE TAX CONVEY
MO TX - STATE TAX MORT
PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			135000.00- CO	
			123000.00- MO	
			351.00 CO TX	
			121.00 MO TX	
			.50 PRFEE	
			6.00 WDEED	
			CHECK	478.50-
			4676A09/27/79 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F.5 4 5 4 9

IDENTIF. REFERENCE

SEP 27 10 13 AM '79

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TENN.

No. 714886