2407 10/31 68.20- CHECK

INSTALLMENT DEED

For and in Consideration of the sum of SEVENTEEN THOUSAND and no/100 ($17,000.00) Dollars, of which three thousand five hundred and no/100 ($3,500.00) Dollars, has been paid in cash by Gilbert E. Bailey, a single man, the receipt of which is hereby acknowledged, and for the remainder of thirteen thousand five hundred and no/100 ($13,500.00) Dollars, the said Gilbert E. Bailey has agreed to pay one hundred forty-nine and 23/100 ($149.23) dollars per month for 15 years, to be applied first to the payment of interest at the rate of Ten and one-half ($10-1/2%) percent per annum; the balance to be applied to the payment of principal until grantee has paid the full purchase price above stated. Grantee hereby further agrees to pay the costs of closing, and for the recording of this installment deed and note, including mortgage tax. Taxes for current year are to be pro-rated with any back taxes to be paid by grantor. This conveyance is subject to existing restriction and/or zoning ordinance of record.

all of said notes bearing ~~six~~ ten and one-half (10-1/2%) 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, I, Jeanne McNish Griggs, an unmarried woman, and being the sole surviving heir at law of Mrs. H. L. McNish, Jr., deceased, have this day bargained and sold, and do hereby transfer and convey unto the said Gilbert E. Bailey, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 13 on the Plan of the Eastland Baptist Church Subdivision of blocks "B" and "C" of Young Wilhoite's Plan of the Douglas property, as of record in book 421, page 155, Register's Office for said County.

Said lot No. 13 fronts 51-1/2 feet on the southerly side of Douglas Avenue and runs back 88-1/2 feet on the westerly line and 98-1/2 feet on the easterly line to an alley measuring 50 feet thereon.

Being the same property conveyed to Mrs. H. L. McNish, Jr., by deed from Joseph A. Scott, dated April 3, 1947, filed December 16, 1947, and recorded in book 1553, page 637, said Register's Office.

This is unimproved ( ) improved (X) property, known as 1102 East Douglas Avenue, Nashville, TN 37207
(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 Gilbert E. Bailey, his heirs and assigns forever. I covenant that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

I further covenant and bind my heirs and representatives, to warrant and forever defend the title to said real estate to said Gilbert E. Bailey, his 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 Gilbert E. Bailey

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 Gilbert E. Bailey

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 $ 13,500.00 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 Gilbert E. Bailey 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; If 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 Gilbert E. Bailey, my 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 Jeanne McNish Griggs and Gilbert E. Bailey hereunto set our hands at Nashville, Tennessee, this the 30 day of October 19 79

Jeanne McNish Griggs
JEANNE McNISH GRIGGS

Gilbert E. Bailey
GILBERT E. BAILEY

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Ronald W. Kilgore, a Notary Public in and for said County and State, the within named Jeanne McNish Griggs and Gilbert E. Bailey

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 30 day of October, 19 79

Commission Expires 7/23/83

Ronald W. Kilgore, Notary Public.

RONALD W. KILGORE NOTARY PUBLIC DAVIDSON COUNTY

STATE OF _____
_____ County.

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the bargainor____, with whom I am personally acquainted, and who acknowledged that _____ executed the within instrument for the purposes therein contained.

Witness my hand and official seal at _____ this _____ day of _____, 19____

_____, Notary Public.

Commission Expires _____

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 5522 PAGE 621

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 JEANNE McNISH GRIGGS

TO GILBERT E. BAILEY

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

F. 6. 0. 6. 9 4

IDENTIF. REFERENCE

OCT 31 10 48 AM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Gilbert E. Bailey (NAME)	Same (NAME)	72-13-423
810 Powers Avenue (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, TN 37206 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

RONALD W. KILGORE
Attorney at Law
Suite 300, Young Executive Building
1300 Division Street
P. O. Box 24927
Nashville, TN 37202

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 17,000.00 Gilbert E. Bailey
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 30 DAY OF October, 19 79

Notary Public

MY COMMISSION EXPIRES: 7/23/83

(AFFIX SEAL)

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

BOOK 5522 PAGE 622

RECEIVED OF _____

FOR _____

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
		17000.00-	CO	
		13500.00-	MO	
		44.20	CO TX	
		11.50	MO TX	
		.50	PRFEE	
		12.00	WDEED	
			CHECK	68.20-
2407A	10/31/79		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F. 6 0 6 9 4

IDENTIF. REFERENCE T

OCT 31 10 48 AM '79

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

No. 722390