Installment Deed

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1-21 70732 Check

This instrument prepared by: Frank M. Newman, Attorney, Donelson, Tennessee

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Robert D. Poole et ux (NAME:)	Same (NAME:)	Map 94
P.O. Box 140403 (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par. Nos. 107, 116, 156
Nashville, Tenn. 37214 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of $200,726.21

Two Hundred Thousand Seven Hundred Twenty-six and 21/100---------- *Dollars,*

of which $25,726.21

Twenty-five Thousand Seven Hundred Twenty-six and 21/100 *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder $175,000.00

One Hundred Seventy-five Thousand and no/100---------- *Dollars,*

the grantees herein

have executed

their joint promissory note payable to the order of William O. Gainey or Lois Walker Gainey in the original principal sum of One Hundred Seventy-five Thousand Dollars ($175,000.00) payable in 449 weekly installments of Five Hundred Dollars ($500.00) each, each installment including principal and interest on the unpaid balance at the rate of 6% per annum, the first of said installments being due and payable on the 25th day of January, 1980, and a like amount on the same day of each succeeding week 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,

we, William O. Gainey and wife, Lois Irene Walker Gainey,

have this day bargained and sold, and do hereby transfer and convey unto the said

Robert D. Poole and wife, Gloria M. Poole, their

(successors), heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows:

Land in the Third Civil District of Davidson County, Tennessee, being part of Tract Nos. 18, 19, and 20 on the Plan of Georgia Industrial Realty Company's South Nashville Property, as of record in Book 421, page 187, and described according to a survey thereof made by Southern Land and Associates, dated February 6, 1970, as revised May 15, 1978, as follows:

Beginning at a point in the easterly margin of Omohundro Drive said point being in the center of a marble table and thence with the southerly boundary of the Metro Water Department Property north 58° 56' 44" east 1,466.53 feet to an iron pin; thence south 5° 02' 44" west 371.12 feet to an iron pin; thence south 58° 56' 44" west 128.00 feet to a point; thence south 1° 57' 47" west 122.52 feet to a point; thence south 58° 00' west 95.0 feet to a point; thence north 82° 18' west 250.0 feet to the base of an elm tree; thence south 0° 21' 02" east 140.11 feet to a point; thence south 84° 23' 36" west 276.40 feet to a point; thence south 78° 39' 42" west 288.79 feet to a point; thence north 11° 14' 17" west 107.03 feet to a point; thence south 58° 56' 44" west 228.34 feet to a point in the easterly margin of Omohundro Drive; thence north 11° 14' 17" west with said margin of said drive 53.15 feet to the beginning.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 200,726.21

Subscribed and sworn to before me, this the 21st day of January 1980

Affiant

My commission expires: July 18, 1980 (Affix Seal)

Notary Public

Together with the above described property, the grantors herein hereby quitclaim and assign to the grantees herein all of their right, title and interest in a certain triangular tract lying at the southeasternly most corner of the above described property, described as follows:

Beginning at a point being the southeasternly most corner of the above described property and thence south 1° 51' 47" west 60.0 feet to an iron pin; thence north 82° 18' east 81.00 feet to a point; thence north 58° 00' east 95.0 feet to the beginning.

Being the same property conveyed to William O. Gainey by deed from Samuel R. Rehorn and wife, Agnes S. Rehorn, as of record in Book 4316, page 419, and as of record in Book 4496, page 437, and by deed from Printice L. Andrews and wife, Lucy G. Andrews, as of record in Book 5382, page 413, all deeds of record in the Register's Office for Davidson County, Tennessee.

This is improved (X) unimproved ( ) property, known as Omohundro (House Number) Drive, (Street) Nashville, (P. O. Address:) Tennessee 37210 (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Robert D. Poole and wife, Gloria M. Poole, 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,* except as mentioned.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Robert D. Poole and wife, Gloria M. Poole, 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 Robert D. Poole and wife, Gloria M. Poole, *hereinafter referred to as trustors, hereby transfer and convey unto* Frank M. Newman, *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 $....., 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.

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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 aforesaid, 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.

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 Register's Office for Davidson County, Tennessee, and the title herein conveyed to the above named trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 21st *day of* January, *19* 80

William O. Gainey
WILLIAM O. GAINEY

Lois Irene Walker Gainey
LOIS IRENE WALKER GAINEY

Robert D. Poole
ROBERT D. POOLE

Gloria M. Poole
GLORIA M. POOLE

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, THE UNDERSIGNED, *a Notary Public in and for said County and State,* ROBERT D. POOLE AND WIFE, GLORIA M. POOLE

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* 21st *day of* January, *19* 80

Laurie D. Stedman
Notary Public

Commission expires July 18, 1982

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STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, THE UNDERSIGNED, *a Notary Public in and for said County and State,* WILLIAM O. GAINEY and wife, LOIS IRENE WALKER GAINEY,

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* 21st *day of* January, *19* 80.

Commission expires July 18, 1982 — Notary Public

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ..., *a Notary Public of the State and County aforesaid, personally appeared* ....., *with whom I am 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 .....

INSTALLMENT DEED

FROM

WILLIAM O. GAINEY and wife,

LOIS IRENE WALKER GAINEY

TO

ROBERT D. POOLE and wife,

GLORIA M. POOLE

F 73049

RUSH

IDENTIF. REFERENCE

JAN 21 12 30 PM '80

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

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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

200726.21- CO
175000.00- MO
521.82 CO TX
173.00 MO TX
.50 PRFEE
12.00 WDEED
CHECK 707.32-
B331A01/21/80 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F73049

IDENTIF. REFERENCE

JAN 21 12 30 PM '80

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

No: 737808