BOOK 5567 PAGE 922

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD - 4

FROM
A. B. Gibbs et ux

TO
James W. Matthews et ux

For draftsman's use

LOCKERT & PERRY, ATTORNEYS AT LAW
105 Sycamore Street
Ashland City, Tennessee 37015

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
James W. Matthews (NAME)	SAME (NAME)	Map 71-14
19 Willis St (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcel 63
Nashville Tenn (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	12 DA

(FOR REGISTER'S USE)

F770086

IDENTIF. REFERENCE

FEB 20 11 03 AM '80

FEE $ & TAX $ PAID BY REGISTER
DAVIDSON COUNTY, TENN.

HISTORIC

STATE OF TENNESSEE }
COUNTY OF }

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

$ 10,000.00 A. B. Gibbs
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 12th DAY OF Feb, 1980

Notary Public

MY COMMISSION EXPIRES: Oct 1, 1980

(AFFIX SEAL)

3507 02/20 38.50- CHECK

FOR AND IN CONSIDERATION OF the sum of TEN THOUSAND AND NO/100 ($10,000) DOLLARS

of which $ 2,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees, James W. Matthews and Wanda S. Matthews, have executed their joint promissory note in the principal amount of EIGHT THOUSAND DOLLARS AND NO/100 ($8,000), payable to A. B. Gibbs and Annie Lucille Gibbs, as follows: On the 15th. day of March, 1980, the sum of ONE HUNDRED FIFTY-THREE DOLLARS AND THIRTY-THREE CENTS ($153.33), and a like amount on the fifteenth day of each succeeding month until seventy-two (72) payments have been made in all, and both interest at the rate of 11% per annum and principal have been paid in full.

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,

A. B. Gibbs and Annie Lucille Gibbs

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

James W. Matthews and Wanda S. Matthews

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

A small tract of land in the 12th. formerly 17th. Civil District of Davidson County, Tennessee, described according to a copy of a survey, thereof made June 27, 1927, by Erle Drake, Surveyor, as follows:

BEGINNING at a point in the westerly margin of a 19-foot avenue which runs north of Whites Creek Pike, sometimes called Willis Avenue or Napoleon Avenue, at the northeast corner of a tract conveyed to Elmore Willis and wife, by deed of record in Book 831, page 116, Register's Office for said County; thence with the westerly margin of said avenue northwardly 75 feet to a point 67 feet south of an old stone fence; thence westwardly parallel to said old stone fence 86 feet to the easterly line of the land now owned by George Graves; thence with Graves' easterly line southwardly 75 feet to the northwest corner of the tract conveyed to Elmore Willis and wife, above referred to; thence along said line eastwardly 86 feet to the point of beginning.

BEING the same property conveyed to A. B. Gibbs by deed from Joe B. Webb, Substitute Trustee, as of record at Book 4036, page 752, Register's Office for Davidson County, Tennessee. And being the same property conveyed by A. B. Gibbs to Annie Lucille Gibes, his wife, to establish a tenant by the entirety therein and of record in Book 4052, page 354, Register's Office for Davidson County, Tennessee.

This is unimproved ( ) improved (X) property, known as 19 (House Number) Willis Street (Street) P. O. Address: Nashville, TN. (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 _____ Trustee, his successors and assigns, the real estate hereinbefore 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 $ ins. amt. 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 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 _____ 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 _____ 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 12th day of Feb. 19 80.

A. B. GIBBS A. B. Gibbs

ANNIE LUCILLE GIBBS Annie Lucille Gibbs

JAMES W. MATTHEWS James W. Matthews

WANDA S. MATTHEWS Wanda S. Matthews

STATE OF TENNESSEE }
COUNTY OF }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named A. B. Gibbs and Annie Lucille Gibbs and James W. Matthews and Wanda S. Matthews 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 Ashland City Tennessee, this 12th day of Feb, 1980

Notary Public.

Commission expires October 1980

NOTARY PUBLIC CHEATHAM COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF }

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 _____.

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
			10000.00- CO	
			8000.00- MO	
			26.00 CO TX	
			6.00 MO TX	
			.50 PRFEE	
			6.00 WDEED	
			CHECK	38.50-
		3507A02/20/80	BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F 77086

IDENTIF. REFERENCE

FEB 20 11 03 AM '80

REGISTER
DAVIDSON COUNTY, TENN.

No: 742792