Map 119-9 Par 204 Is

INSTALLMENT DEED

For and in Consideration of the sum of Twenty Four Thousand and 00/100 ($24,000.00) Dollars,

of which Two Thousand and 00/100 ($2,000.00) Dollars,

has been paid in cash by JAMES H. GAMBLE and wife, FRANKIE N. GAMBLE,

the receipt of which is hereby acknowledged, and for the remainder Twenty Two Thousand and 00/100 ($22,000.00) Dollars,

the said JAMES H. GAMBLE and wife, FRANKIE N. GAMBLE, have executed an Installment Deed Note of even date payable to the order of MARGARET K. EUBANK in the principal sumof Twenty Two Thousand and 00/100 ($22,000.00) Dollars, in installments as follows: On the 25th day of July, 1980 the sum of Two Hundred Nineteen and 65/100 Dollars ($219.65)and thereafter a like sum on the 25th day of each succeeding month thereafter and the remaining balance of said principal sum plus accrued interest on the 25th day of June, 2000. The unpaid principal bears interest at the rate of 10½% per annum with each installment to be applied first to payment of interest on the principal sum or so much as shall from time to time remain unpaid and the balance to be applied to the payment of the principal sum, until the entire amount, both principal and interest, has been paid in full.

~~all of said notes bearing six 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, MARGARET K. EUBANK, a widow,

have this day bargained and sold, and do hereby transfer and convey unto the said JAMES H. GAMBLE and wife, FRANKIE N. GAMBLE, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in the 6th, formerly the 9th, Civil District of Davidson County, Tennessee, described as follows:

Beginning at a point in the westerly margin of Logan Avenue, 142½ feet south of the southerly line of the Old Patterson tract of land known as the "Flatrock Tract" said point being 57½ feet south of Davenport's southerly line; thence westwardly 130 feet to a point; thence southwardly and parallel with said Logan Avenue 57½ feet to a point; thence eastwardly parallel to the first line 130 feet to a point in the westerly margin of Logan Avenue; thence northwardly 57½ feet to the point of beginning.

BEING the same property conveyed to William P. Eubank and wife, Margaret K. Eubank, by deed dated July 1, 1955, recorded in Book 2439, page 85, in the Register's Office for Davidson County, Tennessee; the said William P. Eubank being deceased thereby vesting ownership in fee simple in Margaret K. Eubank as the surviving tenant by the entirety.

F95844

IDENTIF. REFERENCE

Jul 1 3 34 PM '80

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

RUSH

This is improved (XX) unimproved ( ) property, known as 2843 Logan Avenue (House Number) (Street) P. O. Address: Nashville, Tennessee (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 JAMES H. GAMBLE and wife, FRANKIE N. GAMBLE, their 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 myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said JAMES H. GAMBLE and wife, FRANKIE N. GAMBLE, 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 JAMES H. GAMBLE and wife, FRANKIE N. GAMBLE,

do hereby transfer and convey unto GARY D. COPAS, 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 JAMES H. GAMBLE and wife, FRANKIE N. GAMBLE, 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 $fair insurable value 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.

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 JAMES H. GAMBLE and wife, FRANKIE N. GAMBLE, 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; If 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 trust 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 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 JAMES H. GAMBLE and wife, FRANKIE N. GAMBLE, their 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 GARY D. COPAS, 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 MARGARET K. EUBANK and JAMES H. GAMBLE and wife, FRANKIE N. GAMBLE, hereunto set our hands at Nashville, Tennessee, this the 25th day of June 19 80

Margaret K. Eubank
MARGARET K. EUBANK

James H. Gamble
JAMES H. GAMBLE

Frankie N. Gamble
FRANKIE N. GAMBLE

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named MARGARET K. EUBANK, a widow,

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

Witness my hand and official seal at Nashville Tennessee, this 25th day of June, 19 80

Commission Expires July 18 - 1982

C Lifton Hall, Notary Public.

STATE OF TENNESSEE
Davidson **County.**

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named JAMES H. GAMBLE and wife, FRANKIE N. GAMBLE,

the bargainor S, 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 25th day of June, 19 80

Commission Expires July 18 - 1982

C Lifton Hall, Notary Public.

07/01 94.90- CHECK

7325

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 5619 PAGE 838

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
MARGARET K. EUBANK

TO
JAMES H. GAMBLE et ux

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
JAMES H. GAMBLE	JAMES H. GAMBLE	119-9
(NAME)	(NAME)	
302 Lucky Dr.	Same	Par 204 Ist
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tenn. 37211		
(CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY
MacFARLAND, COPAS & HAMILTON
Attorneys at Law
108 North Greenwood Street
Lebanon, TN 37087

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 24,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 25th DAY OF June 19 82.

Notary Public

MY COMMISSION EXPIRES: July 18 - 1985

(AFFIX SEAL)

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

BOOK 5619 PAGE 839

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
			24000.00-	CO
			22000.00-	MO
			62.40	CO TX
			20.00	MO TX
			.50	PRFEE
			12.00	WDEED
			CHECK	94.90-
7335A07/01/80			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F.95844

IDENTIF. REFERENCE T

JUL 1 3 34 PM '80

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 765706