This instrument prepared by:
Joseph B. Pitt, Jr., Attorney
First American Center
Nashville, Tennessee 37238

0314 07/09 105.10- CHECK

BOOK 5621 PAGE 852

# Installment Deed

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP PARCEL NUMBERS |
|---|---|---|
| James S. Gordon and wife, Barbara B. Gordon | SAME | 42-12-13 |
| (NAME:) | (NAME:) | |
| 212 Williams Avenue | | |
| (STREET ADDRESS OR ROUTE NUMBER) | (STREET ADDRESS) | |
| Madison, Tennessee 37115 | | |
| (CITY) (STATE) (ZIP) | (CITY) (STATE) (ZIP) | |

*FOR AND IN CONSIDERATION of the sum of* Twenty Eight Thousand Five Hundred and no/100-------- ($28,500.00)---------- *Dollars,*
*of which* Two Thousand and no/100---------- ($2,000.00)---------- *Dollars, has been paid in cash,*
*the receipt of which is hereby acknowledged, and for the remainder* Twenty Six Thousand Five Hundred and no/100- ($26,500.00)---------- *Dollars,*

James S. Gordon and wife, Barbara B. Gordon ve *ha... executed*
their promissory note of even date herewith in the principal amount of $26,500.00, payable to the order of James Bryant and wife, Molly C. Bryant in 84 monthly installments of $221.66 each, which installments include both principal and interest at the rate of 8% per annum, the first of said installments falling due on May 11, 1980 and the others on the same day of each successive month thereafter, and one final installment of $21,455.65, which represents the unpaid principal balance on April 1, 1987, the due date for said final installment

*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, James Bryant and wife, Molly C. Bryant

*have this day bargained and sold, and do hereby transfer and convey unto the said* James S. Gordon and wife, Barbara B. Gordon

*the Grantees herein, their (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Land in the 11th, formerly 19th Civil District of Davidson County, Tennessee, being part of Lot No. 2 on the Map of the Division of the Gee Lands and of record in Book 332, page 74, Register's Office for said County, and being parts of Lots Nos. 15, 16, 17 and 18, Block "A" on the unrecorded subdivision of said Lot No. 2 of said Gee Lands, and part of a 50-foot unnamed street lying immediately west of the same, and described according to a survey made by Blanchard & Parrish, Engineers, December 24, 1941, as follows:
Beginning at a point on the northerly margin of Williams Avenue 402 feet west of the westerly margin of the Gallatin Pike; thence westerly with the northerly margin of Williams Avenue 58 feet to a point; thence northerly 220.9 feet to a point in the south line of the prolongation of Lot 14 of said unrecorded subdivision; thence easterly with the south line of the prolongation of said Lot 1, 58 feet to a point 157.5 feet west of the northwest corner of Lot 4 of said unrecorded subdivision; thence southwardly 220.6 feet to the point of beginning.

Being the same property conveyed to James Bryant and wife, Molly C. Bryant by deed from J. H. Medley and wife, Margaret Medley, of record in Book 2091, page 491, said Register's Office.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 28,500.00

Subscribed and sworn to before me, this the 5th day of May 19 80

Affiant

My commission expires: 4-17-83 (Affix Seal)

Notary Public

unimproved ( )
This is improved (X) property, known as 212 Williams Avenue, Madison, Tennessee 37115
(House Number) (Street) P.O. Address: (City or Town)

*TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantees 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.*

*We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Grantees, 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 installaments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Grantees hereinafter referred to as trustors, hereby transfer and convey unto* Joseph B. Pitt, Jr., *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.*

*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 Registers Office for Davidson County, Tennessee, and the title herein conveyed to the above named 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.*

*Witness our hands this* 5th *day of* May, *19* 80, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

James Bryant
James Bryant

James S. Gordon
James S. Gordon

Molly C. Bryant
Molly C. Bryant

Barbara B. Gordon
Barbara B. Gordon

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

*Personally appeared before me,* ....., *a Notary Public in and for said County and State,* James Bryant and wife, Molly C. Bryant and James S. Gordon and wife, Barbara B. Gordon

*the within named 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* 5th *day of* May, *19*.....

Martha Tetlett
*Notary Public*

*Commission expires* 4-17-83

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
James Bryant and wife, Molly C. Bryant

TO
James S. Gordon and wife, Barbara B. Gordon

F 96581

IDENTIF. REFERENCE

JUL 8 10 44 AM '80

FILED FOR RECORD AND RECORDED IN OFFICIAL RECORDS OF DAVIDSON COUNTY, TENNESSEE

Compliments of
**Chicago Title Insurance Company**
First Floor — First American Center
Phone 255-4631
NASHVILLE, TENNESSEE 37238

**Chicago Title Insurance Company**
2000 Richard Jones Road
Nashville, Tenn. 37215
Phone 298-2627

**OFFICIAL RECEIPT**
**FELIX Z. WILSON, II**
**REGISTER OF DAVIDSON COUNTY**
**NASHVILLE, TENNESSEE**

RECEIVED OF _____

FOR _____ BOOK 5621 PAGE 854

| | | |
|---|---|---|
| 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 |
|---|---|---|---|---|
| | | | 28500.00- CO | |
| | | | 26500.00- MO | |
| | | | 74.10 CO TX | |
| | | | 24.50 MO TX | |
| | | | .50 PRFEE | |
| | | | 6.00 WDEED | |
| | | | CHECK 105.10- | |
| 8314A07/08/80 | | | BAL .00 | |

**RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK**

F. 9 6 5 8 1

IDENTIF. REFERENCE

JUL 8 10 44 AM '80

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

**No.** 766650