PREPARED BY:
LEON GILBERT, 3rd NATL. BANK BLDG., NASHVILLE, TENN.

Installment Deed

BOOK 5782 PAGE 948

MAIL TAX BILLS TO AS FOLLOWS:	SEND TAX BILLS TO	MAP PARCEL NUMBERS
EDDIE FRIERSON AND PATRICIA MILES MOORE	S A M E	92-7-72
(NAME) 1204 Ferguson St	(NAME)	92-7-71
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tenn 37212	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of SEVENTY-FIVE HUNDRED AND NO/100 ($7500.00) DOLLARS, of which SIX HUNDRED AND NO/100 ($600.00) DOLLARS has been paid in cash by EDDIE FRIERSON AND PATRICIA MILES MOORE to HARRIS A. GILBERT, TRUSTEE, AND CHARLES GILBERT, receipt of which is hereby acknowledged, and for the remainder, SIXTY-NINE HUNDRED AND NO/100 ($6900.00) DOLLARS, the said EDDIE FRIERSON AND PATRICIA MILES MOORE have executed and delivered their one note for said amount, dated May 26th, 1981, payable to the order of CHARLES GILBERT in monthly installments of of EIGHTY-FOUR AND 02/100 ($84.02) DOLLARS EACH due respectively on the twenty-sixth day of each successive month (192 months) immediately following the date of said note until the entire principal amount of said note and interest are paid in full by applying said payments first to interest at the rate of at the rate of twelve and two-thirds per cent (12-2/3 %) per annum on the unpaid principal balance due on said note, and the remainder of each payment to be applied on the unpaid principal balance due on said note until the entire principal amount of said note and interest are 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, HARRIS A. GILBERT, TRUSTEE, AND CHARLES GILBERT, UNMARRIED AND MORE THAN TWENTY-ONE YEARS OF AGE,

have this day bargained and sold, and do hereby transfer and convey unto the said EDDIE FRIERSON AND PATRICIA MILES MOORE, THEIR

(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: consisting of two tracts:

TRACT I - Land in Davidson County, Tennessee. Being Lot No. 22 on the Map of C. R. Badoux's Addition as of record in Book 21, page 41, Register's Office for Davidson County, Tennessee.

Said Lot No. 22 fronts forty (40) feet no the northerly side of Herman Street, and runs back between parallel lines 165 feet to an alley.

Being the same property conveyed to the undersigned Charles Gilbert by deed from Leon Gilbert, unmarried, of record in Book 5729, page 915, R. O. D. C., Tenn., to which reference is here made.

TRACT II - Land in DavidsonCounty, Tennessee, being Lot No. 23 C. R. Badoux's Subdivision of of a part of Lot No. 14 in the Harding-Lytle Tract, a plan of which subdivision is of record in Book 161, page 41, Register's Office for Davidson County, Tennessee.

Said Lot No. 23 fronts 40 feet on the northerly side of Herman Street, and runs back between parallel lines 165 feet 6 inches , more or less, to an alley.

Being the same property conveyed to the undersigned Harris A. Gilbert, Trustee, by deed from Leon Gilbert, unmarried, of record in Book 4664, page 65, R. O. D. C., Tenn., to which reference is here made.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $7,500.00

Affiant

Subscribed and sworn to before me, this the 26th day of May, 1981

NOTARY PUBLIC AT LARGE

My commission expires: January 26, 1985 (Affix Seal)

Notary Public

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Partly
[unimproved ( )
This is improved ( )] property, known as 1911 HERMAN STREET, NASHVILLE, TENN.
(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 EDDIE FRIERSON AND PATRICIA MILES MOORE, 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 1981 TAX TO BE PAID BY EDDIE FRIERSON AND PATRICIA MILES MOORE,

WE *further covenant and bind* OURSELVES, OUR *heirs and representatives, to warrant and forever defend the title to said real estate to said* EDDIE FRIERSON AND PATRICIA MILES MOORE, 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* EDDIE FRIERSON AND PATRICIA MILES MOORE *hereinafter referred to as trustors, hereby transfer and convey unto* JOHN NANNI, *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 $ insurable value, *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 [illegible] 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

PATRICIA
EDDIE [illegible]
[illegible]

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 & 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.

3rd ~~2nd~~. *To the payment of all taxes which may be unpaid on said premises.*

2nd ~~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 28th *day of* MAY, 1981, *19*

Harris A. Gilbert Trustee
HARRIS A. GILBERT, TRUSTEE

CHARLES GILBERT

Eddie Frierson
EDDIE FRIERSON

Patricia Miles Moore
PATRICIA MILES MOORE

AUG 17 12 13 PM '81
FELIX Z. WHITESIDE, REGISTER
DAVIDSON COUNTY, TENN.
IDENTIF. REFERENCE
65549S

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, THE UNDERSIGNED, *Notary Public in and for said County and State,* HARRIS A. GILBERT, TRUSTEE, CHARLES GILBERT, EDDIE FRIERSON AND PATRICIA MILES MOORE,

*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 [illegible] *Tennessee, this* 26 *day of* MAY, 1981

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Notary Public

Commission expires January 22, 1985

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____ BOOK 5782 PAGE 951

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
			7500.00- CO	
			6900.00- MO	
			19.50 CO TX	
			4.90 MO TX	
			.50 PRFEE	
			5.00 MDEED	
			CHECK	38.30-
			8677 08/17/81 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

65549'5

IDENTIF. REFERENCE

AUG 17 12 13 PM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 838362