Please Mail Back To
JOHN G. DOAK
2740-A Old Lebanon Rd.
Nashville, Tenn. 37214

This Form, furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

FROM
CARL N. GESSLER

TO
F. A. HARWELL

For draftsman's use

BOOK 5990 PAGE 839

PREPARED BY:

JOHN G. DOAK, ATTORNEY
2740-A Old Lebanon Road
Nashville, Tn 37214

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
F. A. Harwell (NAME)	SAME (NAME)	96-1
2740 Old Lebanon Rd. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par 15.2
Nashville, TN 37214 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

IDENTIFICATION REFERENCE

JAN 10 2 02 PM '83

FILED ZACHARY J. WILKINSON REGISTER DAVIDSON COUNTY, TENN.

MAIL ENV.

RUSH

H 25328

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 110,000.00 Ruby Fleming
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 1st DAY OF January, 1983.

Marie B. Cummings
Notary Public

MY COMMISSION EXPIRES: 19 Jan., 1986

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of One Hundred Ten Thousand and no/100 ($110,000.00) **DOLLARS**

of which $ 30,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed an installment deed note of even date payable to the order of Carl N. Gessler in the principal amount of $80,000.00, payable as therein specified.

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,

CARL N. GESSLER

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

F. A. HARWELL

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

TRACT NO. 1: Land in the 3rd Civil District of said County, being a part of Lot No. 10 on the Map showing the subdivision of the Jere Bowen Lands, as of record in Plan Book 2, page 134, of the Chancery Court at Nashville, and described as follows: BEGINNING at a stake in the NE margin of Old Lebanon Pike, said point being the SE corner of the E. E. Fulghum tract of land; running thence with Fulghum's westerly line N 41° 45' W 60 feet; thence N 52° E 40 feet to a point; thence S 41° 45' E 65 feet to a point in the NE margin of said Pike; thence with the margin of the same SE 40 feet to the point of beginning.

TRACT NO. 2: Being in the 3rd Civil District and being part of Lot No. 10 on the Plan of Jere Bowen Lands, as of record in Plan Book 2, page 134, of the Chancery Court at Nashville, and described partly of a survey by Z.J. Wilkinson, Surveyor, dated December 17, 1947, as follows: BEGINNING at a stake in the NE margin of Old Lebanon Road, at the SE corner of a 1.42 acre tract, in the name of Benson; thence along the Benson tract N 26° 22' E 375.8 feet; thence S 88° E 117 feet to a point in the W line of the Stanford property; thence along Stanford's line S 2° 30' W 276.6 feet to the corner of E. E. Fulghum property; thence along Fulghum's line S 41° 45' W 180 feet to the NE corner of the property conveyed to R.O. Flowers by deed of record in Book 1760, page 17, Register's Office for Davidson County, Tennessee; thence along Flowers' line N 52° W 40 feet; thence S 41° 45' W 65 feet to a point in the margin of Old Lebanon Pike; thence along margin of said Pike N 40° W 125 feet to the beginning.

This is unimproved ( ) improved (XX) property, known as 2740, 2742, 2744, 2746, & 2748 Old Lebanon Rd., Nashville, TN 37214 (House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

BEING part of the same property conveyed to Carl N. Gessler by deed from Medical Enterprises of Donelson, Inc., of record in Book 5512, page 480, Register's Office for Davidson County, Tennessee. Margaret Gessler, the wife of Carl N. Gessler joins in this conveyance for any interest which she might have in subject property.

OFFICIAL RECEIPT

201

01/10 370.50- CHECK

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 John G. Doak 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 $ full 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 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 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 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:

BOOK 5990 PAGE 840

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 Davidson 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 1st day of January 19 83.

Carl N Gessler — CARL N. GESSLER

F A Harwell — F. A. HARWELL

Margaret Gessler — MARGARET GESSLER

Brownie L. Harwell

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Carl N. Gessler and Wife, Margaret Gessler

the 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 1st day of January, 1983.

Annie G Smith, Notary Public.

Commission expires 4-21-85

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared F. A. Harwell and wife, Brownie L. Harwell, with whom I am personally acquainted, and who, upon oath, acknowledged ~~himself~~ herself to be the within named bargainor, who acknowledged that they executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by themself as ~~President~~.

Witness my hand and seal, at office in Nashville, Tennessee, this 1st day of January, 19 83

Marie B. Cummings, Notary Public.

Commission expires 19 January, 1986

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 5990 PAGE 841

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
			11[illegible].50- CO	
			[illegible].50- MO	
			[illegible].50 CO TX	
			78.00 MO TX	
			.50 PRFEE	
			6.00 MISC	
			CHECK 370.50-	
02/01	AG	1/10/83	BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

5328

IDENTIFICATION REFERENCE

JAN 10 2 02 PM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 920309