This instrument prepared by:
Pat Nichol
Attorney at Law
941 Richards Road
Antioch, TN 37013

Mail

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Patricia Netherton Gilpatrick, Sara Louise Netherton and Charles Thomas Gilpatrick III	Third National Bank (NAME:) P. O. Box 2628	Map 148-15 Parcel 86
4121-23 Apache Trail (STREET ADDRESS OR ROUTE NUMBER) Antioch, TN 37013 (CITY) (P. O. ZONE) (STATE)	Nashville, TN 37219 (STREET ADDRESS) (CITY) (ZONE) (STATE)	BOOK 5171 PAGE 758

FOR AND IN CONSIDERATION of the sum of --Seventeen Thousand, Six Hundred and Sixty-Six and 67/100 ----------(17,666.67)---------- *Dollars,*
~~of which~~ .....
.....
~~the receipt of which is hereby acknowledged, and for the balance~~ .....
..... *Dollars,*
.....
Charles Thomas Gilpatrick, III *has S. executed*
a promissory note of even date in the principal amount of $17,666.67 payable to the order of Sara Louise Netherton on demand by her at any time and place.

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,
Sara Louise Netherton
have this day bargained and sold, and do hereby transfer and convey unto the said
Charles Thomas Gilpatrick, III, his successors & heirs, one-half of her two-third interest in
certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee being Lot No. 183 on the Plan of Haywood Hills, Section III, of record in Book 4460, Page 164, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed to Patricia L. Netherton and Robert Netherton and Sara Louise Netherton of record in Book 5680, Page 943, Register's Office for Davidson County, Tennessee. The said Robert Netherton having since died on the 22nd day of April, 1983, and his one-third interest in the above described property having been inherited by the grantor, Sara Louise Netherton.

This conveyance is subject to existing deed of trust to secure payment of a note in the original principal amount of approximately Fifty-four Thousand ($54,000.00) Dollars payable to Third National Bank, Nashville, Tennessee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON
The actual consideration or value whichever is greater, for this transfer is $ 17,666.67
Subscribed and sworn to before me, this the 27th day of October 1983
Affiant
My commission expires: 4-19-87 (Affix Seal)
Notary Public

This is improved (X) unimproved ( ) property, known as 4121-23 Apache Trail, Antioch, (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
Charles Thomas Gilpatrick, III
his *(successors),*
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,* except as noted above.
I *further covenant and bind* myself and my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Charles Thomas Gilpatrick, III
his
(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
Charles Thomas Gilpatrick, III
hereinafter referred to as trustors, hereby transfer and convey unto Pat Nichol *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.

1006 11/08 68.22 CHECK

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.

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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.

The word "Trustors" when used herein shall apply to parties both singular and plural.

Witness ...our... *hand* ...S... *this* ...27th... *day of* October, 19 83 *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Sara Louise Netherton
Sara Louise Netherton

Charles Thomas Gilpatrick, III

STATE OF TENNESSEE }
COUNTY OF Putnam }

Personally appeared before me, Rankin P. Bennett, *a Notary Public in and for said County and State,* Sara Louise Netherton

the within named 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 Cookeville, Tennessee *this* 21st *day of* October, 1983

Rankin P. Bennett
Notary Public

Commission expires 1-21-86

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, Dona C. Randolph, *a Notary Public of the State and County aforesaid, personally appeared* Charles Thomas Gilpatrick, III, *the within named bargainor with whom I am personally acquainted, and who, acknowledged that he executed the foregoing instrument for the purpose therein contained,*

Witness my hand and seal, at office in Nashville, Tennessee *this* 27th *day of* October, 19 83

Dona C. Randolph
Notary Public

Commission expires 4-19-87

H85049

INSTALLMENT DEED

FROM
SARA LOUISE NETHERTON

TO
CHARLES THOMAS GILPATRICK, III

IDENTIF. REFERENCE

Nov 8 8 49 AM '83
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

Compliments of
Chicago Title
Insurance Company
American Trust Bldg.—S. W. Corner
Third & Union
NASHVILLE, TENNESSEE 37201

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

RECEIVED OF _____

FOR _____

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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
			17666.67-	CAMT.
			17666.67-	MAMT.
			46.02	CSTAX
			15.70	MSTAX
			.50	PRFEE
			6.00	WDEED
			CHECK	68.22-
1006A	11/08/83		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 850 49

IDENTIF. REFERENCE

Nov 8 8 49 AM '83

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No.991879