2385 08/09 59.66- CHECK

BOOK 5921 PAGE 738

This Form furnished by Attorneys Title Company, Inc.

CORRECTED

INSTALLMENT DEED

Form No. WD-4

FROM

Gladys E. Gordon

TO

Dr. John McPeak

For draftsman's use

Phillip E. Kirk
Attorney at Law
338-46th Avenue North
P. O. Box 90202
Nashville, Tennessee 37209

RE-RECORD BOOK 6704 PAGE 820

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Dr. John McPeak (NAME)	SAME (NAME)	82-9
990 Davidson Drive (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par 227
Nashville, Tenn. 37205 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

H U 3 3 1 1

IDENTIF. REFERENCE

Aug 9 2 46 PM '82

FELIX A. JOHNSON JR. REGISTER
DAVIDSON COUNTY, TN

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 15,582.29 x Dr. John McPeak
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 12th DAY OF July 19 82

Notary Public

MY COMMISSION EXPIRES: 4-17-85

(AFFIX SEAL)

NOTARY PUBLIC

FOR AND IN CONSIDERATION OF the sum of Fifteen thousand, five hundred, eighty-two and----------29/100---------- DOLLARS

of which $ 1,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees has executed his promissory note of even date herewith in the principal sum of $14,582.29 payable to Gladys E. Gordon in monthly installments as follows: On the 30th day of July, 1982 the sum of $221.69, and thereafter a like sum of $221.69 on the 30th day of each succeeding month thereafter. Said principal amount of $14,582.29 shall bear interest at the rate of 9.00% per annum and said monthly installments include interest at 9.00% per annum.

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,

I, Gladys E. Gordon

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

Dr. John McPeak

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

Land in Davidson County, Tennessee, being part of Lot No. 22 on the Plan of H. W. McGavock's Addition to Nashville, as of record in Book 17, Page 640, Register's Office for said county, described as follows:

Beginning on the westerly margin of Second Avenue North, 50 feet southerly from the corner of Lots Nos. 21 and 22, being Mrs. Barbara Diatakar's southeast corner; thence westwardly with Diatakar's south line 134.4 feet to the easterly margin of an alley; thence southwardly with the easterly margin of said alley, 50 feet to F. H. Meier's northwest corner; thence with Meier's north line eastwardly 134.4 feet to the westerly margin of Second Avenue North; thence northwardly with the westerly margin of said avenue 50 feet to the beginning.

Being the same property conveyed to Mrs. Harry Gordon by Trustee's deed from Ralph Gordon, Trustee of record in Book 5821, Page 647, Register's Office for Davidson County, Tennessee. The said Gladys E. Gordon and Mrs. Harry Gordon being one and the same person.

This corrected installment deed is for the purpose of correcting an acknowledgement in an installment deed of record in Book 5921, page 738, Register's Office for Davidson County, Tennessee.

This is unimproved ( ) improved (X) property, known as 1317-1319 (House Number) 2nd Avenue North (Street) P. O. Address: Nashville, (City or Town) TN. (Postal Zone)

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 Ralph Gordon 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 $ Ins. Int. 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:

RE-RECORD BOOK 6704 PAGE 821

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 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 12th day of July 1982.

x Dr John McPeak

Gladys E. Gordon
By S. Ralph Gordon
Atty-in-fact

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Phillip E. Kirk, a Notary Public in and for said County and State, the within named Dr. John McPeak

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

Witness my hand and official seal at Nashville Tennessee, this 12 day of July, 1982

Notary Public

Commission expires 4-17-83

PHILLIP E. KIRK NOTARY PUBLIC DAVIDSON COUNTY, TENN.

RE-RECORD 5 1424

FILED
NOV 7 1 46 PM '85
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN
IDENTIFICATION REFERENCE

STATE OF TENNESSEE
COUNTY OF DAVIDSON

On this 12th day of July, 19 82, before me, Jewel F. Grubbs, a Notary Public in and for said County and State, personally appeared S. Ralph Gordon, to me known to be the person who executed the foregoing instrument in behalf of Gladys E. Gordon (Mrs. Harry Gordon) and acknowledged that he executed the same as the free act and deed of said Gladys E. Gordon (Mrs. Harry Gordon)

Witness my hand and official seal at Nashville, Tennessee this 12th day of July, 19 82.

Jewel F. Grubbs
Notary Public

My Commission Expires: 4/21/85

JEWEL F. GRUBBS NOTARY PUBLIC DAVIDSON COUNTY, TENN.