This instrument prepared by William Thomas McHugh,
1406 Nashville Bank & Trust Building
Nashville, Tennessee

MAIL TAX STATEMENT TO:
U. GRANT Browning
Tyne Blvd - NASHVILLE, Tenn.

Map 145-2
Parcels 32 & 33

INSTALLMENT DEED

BOOK 4064 PAGE 208
4064 208

For and in Consideration of the sum of TEN THOUSAND AND NO/100----------

----------Dollars,

of which FIVE THOUSAND AND NO/100----------Dollars,

has been paid in cash by U. Grant Browning and wife, Elizabeth M. Browning

the receipt of which is hereby acknowledged, and for the remainder of FIVE THOUSAND AND NO/100----------Dollars,

the said U. Grant Browning and wife, Elizabeth M. Browning have

this date executed their joint promissory note in the principal sum of $5,000.00 payable $1,000.00 on or before six (6) months from date hereof and then remaining unpaid balance of $4,000.00 on or before eighteen (18) months from date hereof with the further agreement that upon the payment of the $1,000.00 installment, which matures and becomes due and payable on or before six (6) months from the date hereof, grantors agree to subordinate their vendor's lien for the remaining unpaid balance of this consideration in favor of a construction loan on the hereinafter described premises for purposes of financing the erection and construction of a residence on said premises:

all of said notes bearing six per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained

on the land herein conveyed, we, Howard F. George and wife, Mary George

have this day bargained and sold, and do hereby transfer and convey unto the said U. Grant Browning and wife, Elizabeth M. Browning heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows:

A tract of land in the 16th civil district of Davidson County, Tennessee, being Lots No. 8 and No. 9, on the plan of Tyne Crest Subdivision as of record in Book 3700, Page 30, Register's Office, Davidson County, Tennessee, and being more particularly described as follows:

Said Lot No. 8 fronts 244.30 feet on Tyne Boulevard and runs back between parallel lines at right angles to Tyne Boulevard, measuring 231.58 feet on the west line and 168.00 feet on the east line, to the rear line measuring 252.44 feet thereon.

Said Lot No. 9 beginning at a concrete monument in the northerly margin of Tyne Boulevard at a point 50.92 feet eastwardly from the intersection of the northerly margin of Tyne Boulevard and the centerline of Mountainview Drive; thence eastwardly with the northerly margin of Tyne Boulevard around a 4.07 degree curve to the left 37.80 feet to a concrete monument; thence S. 89 degrees 01 minutes E. 122.20 feet to an iron pin; thence N 0 degrees 59 minutes E 250.0 feet to a concrete monument; thence S 86 degrees 11 minutes 30 seconds W 182.89 feet to a concrete monument in the easterly margin of Mountainview Drive; thence with same southwardly around a 5.70 degree curve to the right 151.09 feet to a concrete monument; thence S 12 degrees 03 minutes 30 seconds W 56.82 feet to a concrete monument; thence around a 229.18 degree curve to the left 40.17 feet to the point of beginning.

Lot No. 8 and No. 9 both being part of the same property conveyed to Howard George from James E. Covington, Clerk and Master, by deed as of record in Book 1944, Page 92, Register's Office, Davidson County, Tennessee.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said U. Grant Browning and wife, Elizabeth M. Browning, their heirs and assigns forever we covenant that we 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 heirs and representatives, to warrant and forever defend the title to said real estate to said U. Grant Browning and wife, Elizabeth M. Browning and 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 U. Grant Browning and wife, Elizabeth M. Browning do hereby transfer and convey unto Jack A. Butler, 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 U. Grant Browning and wife, Elizabeth M. Browning 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 $ 30,000.00 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 interst 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 U. Grant Browning and wife, Elizabeth M. Browning 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; and/or if 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 trust 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:

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 U. Grant Browning and wife, Elizabeth M. Browning or their 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 Jack A. Butler, Trustee, shall be vested in said successor.

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 Howard F. George and Wife, Mary George and U. Grant Browning and wife, Elizabeth M. Browning hereunto set our hands at _____, Tennessee, this the 19th day of Sept. 1966

Mary T. George

Howard F. George

U. Grant Browning

Elizabeth M. Browning

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STATE OF TENNESSEE
Davidson County

Personally appeared before me, Philip B. George, a Notary Public in and for said County and State, the within named Howard F. George and Mary T. George

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

Witness my hand and official seal at Nashville Tennessee, this 19th day of September, 1966

Philip B. George Notary Public.

Commission Expires April 21, 1970

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STATE OF TENNESSEE
DAVIDSON County.

Personally appeared before me, HARRY E. HEMMERLY, a Notary Public in and for said County and State, the within named V. GRANT BROWNING & WIFE ELIZABETH M. BROWNING

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, TENN. this _____ day of Sept, 1966

Harry E. Hemmerly Notary Public

Commission Expires May 17, 1970

BOOK 4064 PAGE 211

STATE OF TENNESSEE
Davidson County

Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____ with whom I am personally acquainted and who upon (his oath / their several oaths) acknowledged (himself / themselves) to be the _____ and _____ respectively of the _____ the within named bargainor, a corporation, and that (he / they) as such _____ and _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said _____ as such _____, and attesting the same by the said _____ as such _____

Witness my hand and official seal at office at _____ on this the _____ day of _____, 19____

My commission expires _____

_____
Notary Public

# INSTALLMENT DEED

FROM

HOWARD F. GEORGE, ET UX

TO

U. GRANT BROWNING, ET UX

Attorneys Title Company
Tides Guaranteed

NASHVILLE, TENN.

STATE TAX $ 1500
PROBATE .50
TOTAL $ 1550

OCT 4 1966

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

PAID OCT 4 - 1966

STATE TAX $ 300
PROBATE .50
TOTAL $ 350

OCT 4 1966

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

PAID OCT 4 - 1966

46075

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

OCT 4 8 53 AM '66

NOTED: BOOK 1151 PAGE 101
RECORDING FEE $ 2.75
DEP. REG: 37

Mail: Mr Jim Hand
Harvey Freeman
Lebanon Rt
10 miles
2 cm