This Form furnished by Attorneys Title Company, Inc.

**INSTALLMENT DEED** Form No. WD - 4

**FROM**
IRVIN H. GREER ET AL

**TO**
WILLIAM H. BROOKS ET UX

For draftsman's use

This instrument prepared by:

John B. Henry, Attorney
925 Stahlman Building
Nashville, Tenn. 37201

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| William H. Brooks et ux (NAME) | William H. Brooks et ux (NAME) | Map 11 |
| 32618 Glen (STREET ADDRESS OR ROUTE NUMBER) | 32618 Glen (STREET ADDRESS) | Par. 73 |
| Westeland, Mich (CITY) (STATE) (P. O. ZIP) | Westland, Mich., 48185 (CITY) (STATE) (ZIP) | 10-D16391 |

(FOR REGISTER'S USE)
A 45532

IDENTIF. REFERENCE

JUN 25 9 02 AM '69

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$3,300.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 19 DAY OF June 19 69.

Notary Public

MY COMMISSION EXPIRES: My Commission Expires MAY 10, 1972

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of THREE THOUSAND THREE HUNDRED and No/100 ($3,300.00) DOLLARS of which $ 500.00 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 their one promissory note of even date herewith, payable to the order of the grantors in monthly installments of $54.14 each, including principal and interest at the rate of 6% per annum on the unpaid principal balance from month to month, beginning July 1, 1969, with the balance being due on or before June 1, 1974, said payments to be applied first to payment of interest and the balance to be applied to payment of the principal sum,

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. We, Irvin H. Greer, Shelby L. Greer, Albert S. Greer, Linnis Greer Dorris, Ella B. Coleman and Katie M. McNeil, being all the heirs-at-law of Joseph E. Greer, deceased, hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto William H. Brooks and wife, Katherine E. Brooks,

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: Being situated in the 10th Civil District of said County, described according to a copy of a survey by John R. Alley, Surveyor, dated June, 1965, as follows:

Beginning at an iron spike set in the center of Greer Road, said point being the northwest corner of the tract of land conveyed to Henry C. Smiley and wife, by deed from Irvin H. Greer et al, of record in Book 4017, page 215, Register's Office for said County; thence with the center line of said Greer Road, north 85 deg. 20 min. west 100 feet to a point; thence south 86 deg. 30 min. west 77.3 feet to an iron spike, Margaret P. Mayers' northeast corner; thence with Mayers' easterly line, south 8 deg. 00 min. west 1,392 feet to a point; thence south 83 deg. 30 min. east 176 feet to a point; thence with Smiley's westerly line, north 8 deg. 00 min. east 1,412 feet to the point of beginning, containing 5.40 acres, more or less.

Being part of the same property conveyed to Joseph E. Greer, deceased, by deed from Mary C. Draper, a widow, and others, of record in Book 358, page 296, and by deed from J. C. C. Galbreath and wife, of record in Book 509, page 64, both of the Register's Office for Davidson County, Tennessee, the said Joseph E. Greer having since died survived by the grantors, his only heirs-at-law.

This is unimproved (X) property, known as _____ Davidson County, Tennessee
(House Number) (Street) P. O. Address: (City or Town) (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 John B. Henry 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 $ 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:

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 19th day of June 1969.

Albert S Greer
William H. Brooks
Katherine E. Brooks
x Katie M. McNeil
Irvin H. Greer
Shelby L. Greer
Linnis Greer Dorris
Ella B. Coleman

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Robert Ray Gallimore, a Notary Public in and for said County and State, the within named Irvin H. Greer, Shelby L. Greer, Albert S. Greer, Ella B. Coleman, Linnis Greer Dorris, and William H. Brooks and wife, Katherine E. Brooks, seven of the 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 Goodlettsville, Tennessee, this 19th day of June, 1969.

Robert Ray Gallimore, Notary Public.

Commission expires February 21-1973

JUN 25 CONV *3,300.00
JUN 25 MORT'G *7,800.00
JUN 25 S'TAX A* 8.58
JUN 25 S'TAX A* .80
JUN 25 PR'FEE A* .50
JUN 25 W'DEED A* 3.00 * 12.88

STATE OF MICHIGAN
County of Genesee

Personally appeared before me, Terry L. Hanson, a Notary Public in and for said County and State, the within named Katie M. McNeil, one the bargainor S., 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 Flint, Michigan, this 15th day of May, 1969.

Terry L. Hanson, Notary Public

Commission Expires 8-22-71

Ron Stevens Realty
3937 Bluestone Rd.
Nashville, Tenn.