INSTALLMENT DEED

For and in Consideration of the sum of $39,500.00

Thirty Nine Thousand Five Hundred and - - - -00/100 ($39,500.00) Dollars,

of which Nineteen Thousand Five Hundred and - - -00/100 ($19,500.00) Dollars,

has been paid in cash by Charles S. Britton and wife, Elizabeth J. Britton

the receipt of which is hereby acknowledged, and for the remainder of $20,000.00

Twenty Thousand and - - - - - - - -00/100 ($20,000.00) Dollars,

the said Charles S. Britton and wife, Elizabeth J. Britton have

executed a lien note of one deferred payment in the principal sum of Twenty Thousand and 00/100 ($20,000.00) Dollars of even date herewith and payable to Lurena Becker on or before the 22nd day of January, 1972, said lien note to bear no interest.

all of said notes bearing ~~six per cent~~ no 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, I, Lurena Becker

have this day bargained and sold, and do hereby transfer and convey unto the said Charles S. Britton and wife, Elizabeth J. Britton their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 4, Block I, of the unrecorded portion of Jackson Park, according to a survey made by W. B. Southgate, Surveyor in 1930

Said Lot No. 4 fronts 200 feet on the southerly margin of Winding Way and runs back 270 feet on the westerly line and 200 feet on the easterly line with the westerly margin of Brush Hill Road, to the northerly line of Lot No. 5, measuring 265 feet thereon.

Being the same property conveyed to Van Becker and wife Lurena Becker by deed from Louise B. Dorey Hethcoat, of record in Book 4256, page 884, Register's Office for Davidson County, Tennessee. The said Van Becker having since died.

OCT26	CONV	39,500.00			
OCT26	MORT'G	20,000.00			
OCT26	S'TAX		A*	102.70	
OCT26	S'TAX		A*	18.00	
OCT26	PAYFEE		A*	.50	
OCT26	WDEED		A*	8.00	* 129.20

This is improved (X) unimproved ( ) property, know as 4003 Brush Hill Road Nashville, Tennessee 37216
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Charles S. Britton and wife, Elizabeth J. Britton, their 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.

I further covenant and bind my heirs and representatives, to warrant and forever defend the title to said real estate to said Charles S. Britton and wife, Elizabeth J. Britton 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 Charles S. Britton and wife, Elizabeth J. Britton

do hereby transfer and convey unto Paul G. Blankenship, 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 Charles S. Britton and wife, Elizabeth J. Britton

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 $25,000.00 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 Charles S. Britton and wife, Elizabeth J. Britton 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; 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 Charles S. Britton and wife, Elizabeth J. Britton, 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 Paul G. Blankenship, 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 Lurena Becker, Seller and Charles S. Britton and wife, Elizabeth J. Britton, Buyers hereunto set our hands at Nashville, Tennessee, this the 22nd day of October 19 71

Lurena Becker
Charles S. Britton
Elizabeth J. Britton

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Paul G. Blankenship, a Notary Public in and for said County and State, the within named Lurena Becker and Charles S. Britton and wife, Elizabeth J. Britton

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 Nashville Tennessee, this 22nd day of October, 19 71

Commission Expires October 28, 1971

Paul G. Blankenship, Notary Public.

STATE OF _____
_____ County.

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

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

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

_____, Notary Public.

Commission Expires _____

STATE OF TENNESSEE
COUNTY OF DAVIDSON

BOOK 4517 PAGE 828

Before me, ...

County aforesaid, personally appeared ....., a Notary Public of the State and

with whom I personally acquainted, and who, upon oath, acknowledged ..... self to be

..... of the .....,

the within named bargainor, a corporation, and that he as such .....,

being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name

of the corporation by ..... self as .....

Witness my hand and seal, at office in .....

this ..... day of ....., 19 ...

Commission expires ....., Notary Public.

(over for additional acknowledgements)

INSTALLMENT DEED

FROM

TO

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

B 35455 I

IDENTIF. REFERENCE

OCT 26 1 45 PM '71

FELIX E. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Charles S. Britton Et Ux (NAME)	Charles S. Britton (NAME)	Map 62-5
4003 Brush Hill Road (STREET ADDRESS OR ROUTE NUMBER)	4003 Brush Hill Road (STREET ADDRESS)	Parcel 3
Nashville, Tenn. 37216 (CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee 37216 (CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

mail to → Paul G. Blankenship, Atty.
3311 Gallatin Road
Nashville, Tennessee 37216

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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

$ 39,500.00 Paul G. Blankenship
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 22nd 26th DAY OF October 19 71.

J. Head
Notary Public

MY COMMISSION EXPIRES: October 26, 1974
(AFFIX SEAL)