ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Charles H. Brown, Et Ux	Same as before	106-9
c/o Brown Frt. Line, Inc.	(NAME)	
Tredco Drive	BOOK 4563 PAGE 800	Parcel 67
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tenn. 37211		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

INSTALLMENT DEED THIS INSTRUMENT PREPARED BY: WALTER HARWOOD, Attorney 1822 Parkway Towers, Nashville, Tenn. 37219

For and in Consideration of the sum of Sixty Thousand ($60,000.00) and no/100 - Dollars,

of which Ten Thousand ($10,000.00) and no/100- - - - - - - - - - Dollars,

has been paid in cash by Charles H. Brown and wife Mary E. Brown

the receipt of which is hereby acknowledged, and for the remainder Fifty Thousand ($50,000.00) and no/100 - Dollars,

the said Charles H. Brown and wife Mary E. Brown have

executed their promissory note of even date herewith, payable to the order of Walter M. Fowler and wife, Virginia W. Fowler, Lewisburg, Tennessee, in one hundred twenty (120) monthly installments of Five Hundred Fifty-five and 11/100 Dollars ($555.11) each, which payments include principal and interest at the rate of 6% per annum, the first said monthly installment being due on or before October 1, 1971, and the remaining 119 installments being due on the first day of each succeeding month. Privilege is reserved for paying this note in full at any time on and after February 1, 1972.

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, with the consent and agreement of his Walter M. Fowler and/wife, Virginia W. Fowler

have this day bargained and sold, and do hereby transfer and convey unto the said

Charles H. Brown and wife, Mary E. Brown, their heirs and assigns,

certain real estate in Davidson County, Tennessee, ~~as follows:~~ being the one-half undivided interest held by grantor herein with E. Ray Gilmore, as tenants in common, said conveyance being made subject to an existing lease on the property, as follows:

Land in Davidson County, Tennessee, being Lot No. 3, Section 8, Burns Industrial Subdivision, Resubdivision of the Burns Property, 6th Civil District, Davidson County, Tenn., as set out in survey by Dixie Engineering Associates, Nashville, Tenn. of record in Book 4300, page 13, Register's Office of Davidson County.

Beginning at an iron pin located on the western edge of Foster Avenue on the boundary of the property conveyed to Associated Transport Corporation; thence along the edge of Foster Avenue south 2° 30' west 240.23 feet to a concrete monument on the northerly edge of Tredco Drive; thence 88° 03' west 279.89 feet to an iron pin located at the southern boundary between Lot #3 and Lot #2 on said Resubdivision; thence 2° 30 north 269.82 feet to an iron pin located on the boundary of the Associated Transport property, and at the northern corner of said Lot #3 and Lot #2; thence 88° 05' west, 309.66 feet to the point of beginning, containing approximately 1.91 acres more or less.

Being part of the real property conveyed to E. Ray Gilmore and Walter H. Fowler, Tenants in Common, by deed of record in Book 3502, page 276, Register's Office for Davidson County, Tennessee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $60,000.00

Subscribed and sworn to before me this the 8th day of September, 1971

Charles H. Brown
Affiant

My commission expires My Commission Expires OCT. 28, 1974 (Affix Seal)

Peggy Johnson
Notary Public

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Walter M. Fowler, his heirs and assigns forever. covenant that he is lawfully seized and possessed of said real estate ~~in fee simple~~, as tenant in common, have a good right to convey it, and that the same is unencumbered, except for existing lease.

He further covenant and bind s, his heirs and representatives, to warrant and forever defend the title to said Charles H. Brown and wife Mary E. Brown, 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 them in hand paid, we, the said Charles H. Brown, and wife Mary E. Brown

do hereby transfer and convey unto Thomas S. Cathey, 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 H. Brown and wife Mary E. Brown

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 $ 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 H. Brown and wife Mary E. Brown 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 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 H. Brown and wife Mary E. Brown 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 Thomas S. Cathey, 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 Walter M. Fowler and wife Virginia W. Fowler and Charles H. Brown, and wife Mary E. Brown hereunto set our hands at Nashville, Tennessee, this the 31 day of August 19 71

Walter M Fowler
Virginia W. Fowler
Charles H Brown
Mary E. Brown

B 4249 2

T IDENTIF. REFERENCE

Dec 27 9 41 AM '71

FELIX E. WILSON II REGISTER DAVIDSON COUNTY, TENN.

JEC27	CONV	60,000.00			
JEC27	MORT'G	50,000.00			
JEC27	S'TAX		A*	156.00	
JEC27	S'TAX		A*	48.00	
JEC27	PR'FEE		A*	.50	
JEC27	W'DEED		A*	6.00	* 210.50

STATE OF TENNESSEE
Marshall County

Personally appeared before me, Russell Crick, a Notary Public in and for said County and State, the within named Walter M. Fowler and wife Virginia W. Fowler, 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 Lewisburg, Tennessee, this 31st day of August, 19 71

Russell Crick, Notary Public.

Commission Expires May 11, 1975

STATE OF TENNESSEE
Davidson County.

Personally appeared before me, Peggy Johnson, a Notary Public in and for said County and State, the within named Charles H. Brown and wife Mary E. Brown, 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, Tennessee this 8th day of ~~August~~ Sept. 19 71

Peggy Johnson, Notary Public.

Commission Expires My Commission Expires OCT. 28, 1974