This instrument prepared by:
Lowe Watkins, Attorney
American Trust Building
Nashville, Tennessee

Installment Deed

BOOK 1628 PAGE 7

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
James H. Brewer (NAME)	Same (NAME)	60-15
P. O. Box 50028 (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	7
Belle Meade Branch Nashville, Tennessee 37205 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	71-3 60 PW

FOR AND IN CONSIDERATION of the sum of Two Hundred Thirteen Thousand Two Hundred & no/100----------($213,200.00)---------- *Dollars,*

of which Fifty Thousand & no/100---------- ----------($50,000.00)---------- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* One Hundred Sixty-three Thousand Two Hundred & no/100-------($163,200.00)---------- *Dollars,*

James H. Brewer *has executed*

his promissory note of even date herewith in the sum of One Hundred Sixty-three Thousand Two Hundred & no/100 ($163,200.00) Dollars, payable on April 1, 1973 with interest at the rate of 6% per annum from date. The said James H. Brewer has the right to pre-pay the note any time subsequent to January 1, 1973 and before April 1, 1973 without penalty,

and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed,

I, J. Y. Reeves

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

James H. Brewer, his ~~successors~~, *heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

TRACT I-Land in the 12th, formerly the 17th Civil District of Davidson County, Tennessee, described partly according to a survey made by W. W. Turner Company, Engineers, May 14, 1951, as follows:
BEGINNING at a point on the easterly margin of the Dickerson Pike, at the northwest corner of the property conveyed to Ruby Mae DeWire by deed from Floyd E. Frey and wife, of record in Book 2100, Page 289, Register's Office for said county; thence with the easterly margin of said Pike, north 11° 52' east 112.4 feet to the beginning of a curve; thence around said curve in a northeasterly direction having a radius of 20 feet, 31.4 feet to a point in the southern boundary line of the property conveyed to M. A. Parsons and R. R. Sneed by deed from Floyd E. Frey and wife, of record in Book 1974, Page 219, said Register's Office; thence with said Parsons line, south 78°08' east 330 feet and south 15° 37' west 230 feet; thence north 72° 11' west 162 feet; thence north 73° 11' west 24 feet to the southeast corner of said Ruby Mae DeWire property; thence with her eastern boundary line, north 15° 37' east 65 feet to her northeast corner; thence with the northern boundary line, north 72° 11' west 153 feet, more or less, to the beginning.
BEING the same property conveyed to Jack Y. Reeves by deed of record in Book 4628, page 5, 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 $ 213200.00

Affiant

Subscribed and sworn to before me, this the 11th day of August 1972

My commission expires: 4/25/76 (Affix Seal)

Notary Public

TRACT II-A tract of land in the 12th, formerly the 17th Civil District of Davidson County, Tennessee, described according to a survey made by W. W. Turner Company, Engineers, May 14, 1951, as follows:
BEGINNING at a point on the easterly margin of the Dickerson Pike 40 feet southerly from the southwest corner of the property conveyed to R. E. Harris and wife, by deed from Zella Peyton Wilson of record in Book 842, Page 114, Register's Office for said county; thence around a curve in an easterly direction 31.4 feet to a point; thence south 78° 08' east 216 feet to a point; thence north 11°52' east 47.5 feet to a point in the southern boundary line of said Harris property; thence with the southern boundary line of said Harris property north 68° 38' east 231.3 feet to Harris' southeast corner; thence with the eastern boundary line of said Harris' property north 18°12' east 214.1feet to Harris' northeast corner, said point being the southern boundary line of Joywood Heights, Section 2, as of record in Book 1130, page 92 and 93, said Register's Office;tehnce with the sathern boundary line of said Joywood Heights, Section 2 south 72°15' east 1,152.2 feet to an iron pin in the western boundary line of said Joywood Heights, Section 2, Subdivision; thence with the western boundary line of said subdivision south 0°45' west 328.8 feet to an iron pin and south 2°02' west 209.6 feet to a point; thence north 72° 11' west 1,405 feet to a point; thence north 15°37' east 230 feet to a point;thence north 78°08' west 330 feet to the beginning of a curve; thence around said curve in a southwesterly direction 31.4 feet to the easterly margin of said Dickerson Pike; thence with the easterly margin of said Dickerson Pike north 11°52' east 90 feet to the beginning, containing 15.9 acres, more or less.
BEING the same property conveyed to JackY. Reeves, by deed of record in Book 4628, Page 5, Register's Office for Davidson County, Tennessee.

The said J. Y. Reeves and Jack Y. Reeves are one and the same person.

unimproved ( )
This is improved ( ) property, known as ..... (House Number) (Street) P. O. Address: (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said James H. Brewer, his ..... *(successors), 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.,* except for 1972 taxes, which have been pro-rated and assumed by the conveyee and easement of record in Book 3984, page 671, Register's Office for Davidson County, Tennessee.

The conveyor will deliver possession of the portion of above real estate presently zoned commercial by Davidson County Planning Commission within six months and the remaining balance within ninety days from date hereof. The conveyor will not be liable to the conveyee for rent or any other charge during occupancy of the above within the time allowed the conveyor to occupy same.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* James H. Brewer, his ~~XXXXXXXXX~~ *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 indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said we, James H. Brewer and wife, Elizabeth Brewer, *hereinafter referred to as trustors, hereby transfer and convey unto* Jacobs H. Doyle, *Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:*

Trustors 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 the sum of ~~XXXXXXXXXXX~~ *or at least the maximum insurable value, until the indebtedness herein secured is 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 or holder of said indebtedness as his interest may appear.*

Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and

expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustors upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums, with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, 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 indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof, 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. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed 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 indebtedness 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 trustors, their order, 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 indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, 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 above named trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 11th *day of* August, 1972.

James H. Brewer

Elizabeth Brewer

J. Y. Reeves

Imogene W. Reeves

Imogene W. Reeves, wife of J. Y. Reeves, joins in this deed solely for the purpose of conveying any marital rights, title or interest to saidproperty.

Elizabeth Brewer, wife of James H. Brewer, joins in the conveyance to the trustee named herein solely to subject any marital rights, title or interest to said property to the said lien.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* James H. Brewer and wife, Elizabeth Brewer,

the within named 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* 11th *day of* August, *1972.*

Mary Enaly
Notary Public

NOTARY PUBLIC AT LARGE

Commission expires 4/25/76

STATE OF .....

COUNTY OF .....

BOOK 1628 PAGE 10

Personally appeared before me, ...the undersigned...., *a Notary Public in and for said County and State,* J. Y. Reeves and Imogene W. Reeves .....

the within named bargainor , 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...., *this* 11th *day of* August, *A. D. 19*72.

Mary Evans *Notary Public*

Commission expires 4/25/76

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ..., *a Notary Public of the State and County aforesaid, personally appeared* .....,
with whom I am 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*.....

.....*Notary Public*

Commission expires .....

PLEASE RETURN TO
CHICAGO TITLE INS. CO.
AMERICAN TRUST B.
NASHVILLE, TENN. 3720[illegible]

2

INSTALLMENT DEED

FROM

J. Y. Reeves

TO

James H. Brewer

B 7 1 5 2 2

IDENTIF. REFERENCE

Aug 15 10 23 AM '72

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE

AUG 15 72	CONV	*	~~.00~~ 213,200.00		
AUG 15 72	MORT'G	*	~~.00~~ 163,200.00		
AUG 15 72	S'TAX		A* 554.32		
AUG 15 72	S'TAX		A* 161.20		
AUG 15 72	PR'FEE		A* .50		
AUG 15 72	W'DEED		A* 8.00	*	724.02