Prepared by William O. Fairman
Attorney at Law
Court Square Bldg.
Nashville, Tn.

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
U. GRANT BROWNING, TRUSTEE	SAME	
(NAME) 431 ATLAS DRIVE	(NAME) BOOK 1638 PAGE 919	145-2
(STREET ADDRESS OR ROUTE NUMBER) NASHVILLE, TENNESSEE	(STREET ADDRESS)	38 Part
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Forty-Three Thousand & no/100-------

----------($43,000.00)---------- *Dollars,*

of which Eleven Thousand & no/100----------

-------(11,000.00)---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Thirty-Two Thousand & no/100--

----------($32,000.00)---------- *Dollars,*

U. Grant Browning, Trustee

has S *executed*

an installment deed note of even date herewith in the amount of $32,000.00 payable in the following manner: On the 1st day of September, 1973, the sum of $11,000.00 and thereafter on the 1st day of September, 1974, the sum of $11,000.00 and on the 1st day of September, 1975, the sum of $10,000.00; said payments will bear 7% interest on the unpaid balance. Sellers agree to release either lot no. 4, 5, or 6 upon payment of $11,000.00 and to release either lot no. 2 or 12 upon payment of $7,000.00.

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, HOWARD F. GEORGE and wife, MARY T. GEORGE

have this day bargained and sold, and do hereby transfer and convey unto the said U. GRANT BROWNING, TRUSTEE

his *(successors), heirs and assigns,*

certain real estate in Davidson County, Tennessee, as follows: Two tracts of land in Davidson County, Tennessee, described as follows: TRACT NO. 1: Being Lot Nos. 4, 5 and 6 on the Plan of Tyne Crest, as of record in Book 3700, Page 30, Register's Office for said County. Said Lot No. 4 fronts 250 feet on the northwesterly side of Tyne Boulevard, and extends back 198 feet on the southwesterly line and 210 feet on the northeasterly line to a dead line measuring 176.01 feet thereon. Said Lot No. 5 fronts 255 feet on the northerly side of Tyne Boulevard and extends back 202 feet on the westerly line and 198 feet on the easterly line to a dead line measuring 180.60 feet thereon. Said Lot No. 6 begins at a point in the northerly margin of Tyne Boulevard, said point being the common corners of Lots 6 and 7; thence with a line between said two lots northwardly 192 feet to a point; thence north 88°20' east 210.80 feet to a point; thence southwardly 202 feet to a point in the northerly margin of Tyne Boulevard; thence running along same as follows: southwestwardly 98.69 feet, south 61°39' west 23.51 feet to the beginning of a curve, having a radius of 684.5 feet, westwardly 60.37 feet, and continuing westwardly 112.98 feet to the point of beginning. TRACT NO. 2: A parcel of land lying in the 16th Civil District of Davidson County, Tennessee, being an recorded portion of Tyne Crest Subdivision, Section III, being shown as proposed Lot 2 and 12 the preliminary plan of Tyne Crest Subdivision prepared by James L. Murphy, Jr. and Company October 24, 1966, and revised August 26, 1969. Said parcel of land being more particularly described as follows: As to Lot 2: Beginning at a point in the south right of way of the proposed dedication of Georgetown Court, said point being further described as a concrete monument at the northeast corner of Lot 7 as shown

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 43,000.00

Subscribed and sworn to before me, this the 18th day of September, 19 72

Affiant

My commission expires: 2/3/74

(Affix Seal)

Notary Public

on the Plan of Tyne Crest, Section One, as of record in Book 3700, Page 30, Register's Office for Davidson County, Tennessee; thence with the east line of said Lot 7, south 2°08'30" east 169.03 feet to a concrete monument; thence north 88°20'00" east 210.80 feet to a concrete monument; thence north 70°17'00" east 60.78 feet to a point; thence north 11°40'26" west 159.57 feet to a point on the cul-de-sac of the proposed dedication for Georgetown Court; thence westerly with said cul-de-sac along an intercepted arc having a delta of 41°24'35" a radius of 50.00 feet and a tangent of 18.90 feet a distance of 36.14 feet to a point, said point being further described as being the P.T. for the fillet curve for the above mentioned cul-de-sac; thence westerly along said fillet curve having a radius of 50.00 feet, a delta of 41°24'35" and a tangent of 18.90 feet, a distance of 36.14 feet to a point; thence south 78°19'34" west 50.00 feet to a point, the beginning of a curve to the right; thence westerly with said curve along an intercepted arc having a delta of 9°31'56" a radius of 747.00 feet and a tangent of 62.31 feet, a distance of 124.33 feet to the point of beginning, containing 45,189.04 square feet or 1.04 acres, more or less. As to Lot 12: Beginning at a point in the south right of way of the proposed dedication for Georgetown Court, said point being the northeast corner of Parcel 2 and the northwest corner of the herein described Parcel 12 and being further described as lying easterly along said right of way for Georgetown Court 823.18 feet from the most easterly return monument at the southeast corner of the intersection of Georgetown Court with Mountainview Drive; thence leaving said beginning point with the east line of said Parcel 2, south 11°40'26" east 159.57 feet to a point in the rear line of Lot 5 on the plan of Tyne Crest, Section One, as of record in Book 3700, Page 30, Register's Office for Davidson County, Tennessee; thence north 70°17'00" east 119.82 feet to a concrete monument; thence north 44°22'00" east 176.01 feet to a concrete monument; thence north 5°36'00" east 98.94 feet to a point in the rear line of Lot 3 of Tyne Crest, Section One, as of record as aforementioned; thence south 78°19'34" west 244.02 feet to a point on the cul-de-sac of the proposed dedication for Georgetown Court; thence southwesterly with said cul-de-sac along an intercepted arc having a delta of 90°00', a radius of 50.00 feet and a tangent of 50.00 feet, a distance of 78.54 feet to the point of beginning, containing 44,263.46 square feet or 1.02 acres, more or less.

Being a 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 for Davidson County, Tennessee.

unimproved (X)
This is improved ( ) property, known as Tyne Boulevard, Nashville, Tennessee
(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 U. GRANT BROWNING, TRUSTEE 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.*

It is understood and agreed between the parties hereto that in the event of the sale of this property by the Buyer, all property described in a driveway easement located on Lot #4, a complete description of which is attached hereto and made a part of this Installment Deed as if copied herein verbatim, and all property on Lot #4 located to the east of said easement will revert back to the Sellers in fee simple title.

We ourselves and our *further covenant and bind heirs and representatives, to warrant and forever defend the title to said real estate to said* U. GRANT BROWNING, TRUSTEE his *(successors), heirs and assigns, against the lawful claims of all persons.*

RECORDER'S MEMO: Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

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 U. GRANT BROWNING, TRUSTEE *hereinafter referred to as trustors, hereby transfer and convey unto* WILLIAM J. FAIMON, *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 $....., 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

Nashville, Tennessee 37211

LEGAL DESCRIPTION

A driveway easement across the most easterly portion of Lot 4 of Tyne Crest Subdivision, located in the 16th Civil District of Davidson County, Tennessee and being described as follows:

Beginning at the common rear corner of Lot 3 and Lot 4 on the subdivision plan of Tyne Crest as of record in Book 3700, Page 30, Register's Office Davidson County, Tennessee, said corner being further described as an iron pin set in concrete, a monument point in the northerly boundary line of said subdivision; thence with the lot line between said lots 3 and 4, being the east line of the herein described easement south 52 degrees 06 minutes east 210.00 feet to an iron pin on the right-of-way of Tyne Boulevard, the common front corner of said Lot 3 and Lot 4; thence with the right-of-way of Tyne Boulevard in a westerly direction along a curve to the right, having a radius of 694.50 feet, a distance of 50.00 feet to a point; thence with the west line of the herein described easement running parallel to the common line of Lot 3 and Lot 4, north 52 degrees 06 minutes west 110.00 feet to a point; thence with the northerly line of the herein described easement north 25 degrees 08 minutes 10 seconds west 110.17 feet to the point of beginning. The foregoing easement consists of 8,000 square feet or 0.18 acre, more or less, of said Lot 4.

RECORDER'S MEMO
[illegible] of Writing, Typing or Printing in This
Document Unsatisfactory When Received.

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 13th *day of* September, *19*72.

Howard F George

Mary T. George

, Trustee

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, CAROLYN HASTINGS, *a Notary Public in and for said County and State,* HOWARD F. GEORGE and MARY T. GEORGE

*the within named 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* 13th *day of* September, *19*72.

Carolyn Hastings *Notary Public*

Commission expires 2/3/74

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STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Carolyn C. Lackey, *a Notary Public in and for said County and State,* U. GRANT BROWNING, TRUSTEE

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

Witness my hand and official seal at Nashville, Tennessee, *this* 15th *day of* September, 19 72

Carolyn C. Lackey *Notary Public*

Commission expires 1/12/75

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

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 .....

SEP 19 72	CONV	43,000.00			
SEP 19 72	MORT'G	32,000.00			
SEP 19 72	S'TAX		A*	111.80	
SEP 19 72	S'TAX		A*	30.00	
SEP 19 72	PAYEE		A*	.50	
SEP 19 72	W'DEED		A*	10.00	* 152.30

INSTALLMENT DEED

FROM HOWARD F. GEORGE, ET UX

TO U. GRANT BROWNING, TRUSTEE

B 7 6 5 5 4

IDENTIF. REFERENCE

SEP 19 3 46 PM '72

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TENN.

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