This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD - 4

FROM
Frank L. Walden and
C. L. Porter

TO
Grady L. Bryant et ux

For draftsman's use
BOOK 4704 PAGE 493

This instrument prepared by:
JOHNSON & EDWARDS
Attorneys-at-Law
600 Stahlman Building
Nashville, Tennessee 37201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Grady L. Bryant, et ux (NAME)	Same (NAME)	
212 Pear Orchard Dr. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Goodlettsville, Tenn. 37072 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	10D-30000

(FOR REGISTER'S USE)

C05297
T
IDENTIF. REFERENCE
MAY 7 8 34 AM '73
FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 25,000.00 Grady L Bryant
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 4th DAY OF May 19 73

Notary Public

MY COMMISSION EXPIRES: 3/12/74

(AFFIX SEAL)

Mail Johnson Realty

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

FOR AND IN CONSIDERATION OF the sum of TWENTY-FIVE THOUSAND AND NO/100---------- ($25,000.00) DOLLARS

of which $ 6,250.00 has been paid in cash by the grantee hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantee , herein, have executed their one joint promissory note of even date herewith, in the amount of $18,750.00, payable to the order of Frank L. Walden and C. L. Porter, in annual installments of $2,345.75 each plus accrued 6% simple interest, over a period of 8 years, first payment to commence one (1) year from date.

NOTE: It is further expressly agreed between the Grantors and Grantees that a tract of land approximately 2 acres on top of the hill goes to the west side of the property will be released upon demand from Grantees, exact location to be determined between Grantors and Grantees, and a 50-foot easement for a road to Dry Creek Road also on the west side of the property to be released if desired by Grantors.

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,

Frank L. Walden and C. L. Porter

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

Grady L. Bryant, et ux Virginia G. Bryant,

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: LAND in the 10th, formerly the 20th, Civil District of Davidson County, Tennessee, being Tract 7 on the "Survey of the A.J. Parker et ux Property" made by G. Barry Greer, Registered Surveyor, dated June 22, 1970, Drawing No. 37-70, described according to said survey as follows:

TRACT 7: BEGINNING at a point on the southwesterly side of Dry Creek Road; said point being in the westerly line of the property conveyed to Eula G. Winfrey by deed from E.L. Winfrey, of record in Book 1195, page 440, Register's Office for said County; thence with said Winfrey's westerly line, S. 2° 30' W. 115 feet to the northwest corner of the property conveyed to Jessie Franklin Sutton et ux, Bonnie Notiebell Sutton, by deed from John Robert Copeland et ux, Selma Copeland, of record in Book 2695, page 247, said Register's Office; thence with said Copeland's westerly line and continuing with the westerly line of the property conveyed to C. A. Seaton et ux, Jean Seaton, by deed from John Robert Copeland et ux, of record in Book 3464, Page 1, said Register's Office, and further continuing with the westerly line of the property conveyed to C.B. Shrader et ux, by deed from John Robert Copeland et ux, of record in Book 3955, page 844, said Register's Office, S. 2° 12' W. 1287 feet to a point in the northeasterly line of the property conveyed to Lucy Beasley Moore by deed from Alex Wilson Heughan and Clifford Charles Heughan of record in Book 2695, page 343, said Register's Office; thence with said Moore's northeasterly line, N. 65° 00' W. 511.5 feet to said Moore's northwest corner; thence with said Moore's westerly line, S. 5° 40' W. 486.5 feet to the northeast corner of the First Tract described in the deed from E.W. Parrish et ux, to Leona W. [unimproved ( )] (House Number) (Street) P. O. Address: (City or Town) (Postal Zone) Hardy, of record in Book 2096, page 77, said Register's Office; thence with said Hardy's northeasterly line as follows: N. 39° 00' W. 239.25 feet, N. 25° 00' W. 198 feet and N. 18° 30' W. 59.4 feet to the most southerly common corner of Tracts 6 and 7 on said survey; thence with the line between said Tracts 6 and 7, N. 14° 50' E. 1572 feet, more or less, to the point of beginning, containing 20.6 acres, more or less.

BEING part of the property conveyed to Frank L. Walden and C. L. Porter, by deed from A. J. Parker and wife, Wilma Parker, of record in Book 4434, page 168, Register's Office for Davidson County, Tennessee.

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.

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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 E. L. Edwards, Jr. 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 $ actual 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 4th day of May 19 73

Frank L. Walden — Grady L. Bryant

C. L. Porter — Virginia G. Bryant

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Frank L. Walden and C. L. porter, and Grady L. Bryant and wife, Virginia G. Bryant, 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 Goodlettsville Tennessee, this 4th day of May, 19 73.

Sara Crabtree, Notary Public

Commission expires 3/12/74

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

MAY-73 CONV 25,000.00
MAY-73 MORTG 18,750.00
MAY-73 S'TAX A* 65.00
MAY-73 S'TAX A* 16.70
MAY-73 PR'FEE A* .50
MAY-73 W'DEED A* 4.00 * 86.20

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 .....

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