THIS INSTRUMENT PREPARED BY:
BRANSTETTER, MOODY & KILGORE
216 Third Avenue, North
Nashville, Tennessee 37201

Bungert Taylor Mills
Cecil D Branstetter
216 Third Ave
Nashville, Tenn.

BOOK 4745 PAGE 599

155
15
PM

Installment Deed

FOR AND IN CONSIDERATION of the sum of ONE HUNDRED TWENTY THOUSAND ($120,000.00) *Dollars, of which* (NONE) *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* ONE HUNDRED TWENTY THOUSAND ($120,000.00) *Dollars,*

CECIL D. BRANSTETTER *has executed* his three notes of even date herewith, in the original principal amount of $40,000.00 each, payable to the order of Frank Claxton, Herman T. Claxton and Jamie D. Claxton, in 60 monthly installments of $849.89 to each party, the first of which is due and payable on the 1st day of July, 1973, and thereafter a like amount on the 1st day of each succeeding month with the last and final installment being due and payable on the 1st day of June, 1978. The installments include interest at the rate of 10% per annum. Said payments to be applied first to interest and balance to principal until the entire amount, both principal and interest, shall have been paid in full, all in accordance with the terms and conditions as set out in the said notes.

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, FRANK CLAXTON, HERMAN T. CLAXTON and JAMIE D. CLAXTON

have this day bargained and sold, and do hereby transfer and convey unto the said CECIL D. BRANSTETTER his *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

A tract or parcel of land in the Ninth Civil District of Davidson County, Tennessee, lying on the south side of the present Poplar Creek Road and described according to a survey by S. H. Hutchison in December, 1968, as follows:

Beginning at a point in the center line of the present Poplar Creek Road at the common corner between grantor and C. D. Branstetter; thence south 2° 30' west 2356 feet to a stake; thence north 87° 30' west 1165 feet to a stake; thence with Castleman's east line north 2° 30' east 1896 feet to a stake; thence still with Castleman's line north 3° west 379 feet to a point in the center line of the present Poplar Creek Road; thence with said center line as follows: north 74° east 588 feet, north 87° east 115 feet, south 81° east 528 feet to the beginning, and containing 64 acres more or less.

Being the same property conveyed to Jamie D. Claxton, Frank Claxton and Herman T. Claxton by deed from Annie Mai Claxton, a widow, of record in Book 4471, page 267, Register's Office for Davidson County, Tennessee.

I hereby swear or affirm that the actual consideration or true value for this transfer, whichever is greater, is $120000, Affiant Dale Taylor
Subscribed and sworn to before me this 12th day of September 1973
Deputy Register

The said Grantors, Jamie D. Claxton, Frank Claxton and Herman T. Claxton, reserve unto their mother, Annie Mai Claxton, a life estate, which estate shall terminate upon her death, in the following described property as long as she shall live, with the the right to occupy and use property as her own during her lifetime, with the upkeep, maintenance, preservation, insurance, protection and responsibilities generally required of a life tenant.

Beginning in center of Poplar Creek Road in Claxton Property line, approximately 500 feet from eastwardly corner of Claxton and Branstetter; thence South 180 deg. 43 feet; thence southeast 145 deg. 300 feet; thence 137 deg. southeast 100 feet; southeast 150 deg. southeast 100 feet; thence south 195 deg. 208 feet; thence west 295 deg. 187 feet; thence north 160 deg. 433 feet; thence north 170 degrees 180 feet; thence 280 deg. east, 55 feet to the point of beginning.

The Grantee herein shall have the right of ingress and egress to and across the above described property.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Cecil D. Branstetter *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.*

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Cecil D. Branstetter his *(successors), 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 Cecil D. Branstetter *hereinafter referred to as trustors, hereby transfer and convey unto* _____, *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

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 24th *day of* May, *19* 73

Jamie D. Claxton
JAMIE D. CLAXTON

Frank Claxton
FRANK CLAXTON

Herman T. Claxton
HERMAN T. CLAXTON

Cecil D. Branstetter
CECIL D. BRANSTETTER

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Alice Faye Sullivan, *a Notary Public in and for said County and State,* Jamie D. Claxton, Frank Claxton, Herman T. Claxton, and Cecil D. Branstetter

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* 24th *day of* May, *19* 73

Alice Faye Sullivan
Notary Public

NOTARY PUBLIC STATE AT LARGE

Commission expires 7/18/76

STATE OF.....

COUNTY OF.....

BOOK 4745 PAGE 602

Personally appeared before me, ...*, a Notary Public in and for said County and State,* .....

.....

the within named 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 }

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 corporatoin by .....self as.....

Witness my hand and seal, at office in.....,
this.....*day of*.....*, 19*.....

.....*Notary Public*

Commission expires.....

INSTALLMENT DEED

FROM

FRANK CLAXTON, HERMAN T.

TO

CLAXTON AND JAMIE D. CLAXTON

CECIL D. BRANSTETTER

C 2 3 4 2 7

IDENTIF. REFERENCE

SEP 12 1 58 PM '73

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

SEP12'73	CONV	90,000.00			
SEP12'73	CONV	30,000.00			
SEP12'73	MORT'G	90,000.00			
SEP12'73	MORT'G	30,000.00			
SEP12'73	S'TAX		A*	312.00	
SEP12'73	S'TAX		A*	118.00	
SEP12'73	PMTFEE		A*	.50	
SEP12'73	WDEED		A*	8.00	* 438.50

Compliments of

Guaranty Title Company

A Division of

Kansas City Title Insurance Company

American Trust Building

S. W. Cor. Third & Union

NASHVILLE, TENNESSEE