THIS INSTRUMENT PREPARED BY:
Richard Marshall, Lawyer
Nashville, Tennessee 37201

Installment Deed

BOOK 4781 PAGE 368

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Walter F. Brink	Same	72-6-45
(NAME:) 3245 Gallatin Road	(NAME:)	72-2-34
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tn. 37216	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Seventy Five Thousand ($75,000.00) *Dollars,*

of which Twenty Thousand ($20,000.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Fifty Five Thousand ($55,000.00) *Dollars,*

Walter F. Brink has executed and delivered to Margaret C. Gowans his one certain promissory note of even date herewith, payable to the order of Margaret C. Gowans, said note bearing interest from date at the rate of seven and one-fourth (7¼) per cent interest per annum, which said note is payable in 120 equal monthly installments (over a period of ten years) of Six Hundred Forty Five and 71/100 ($645.71) Dollars each, which installments include principal and said interest at 7¼% per annum. Said payments will be first credited to accrued interest on the unpaid principal balance and the remainder credited to principal, (Grantee reserves the right to make additional payments or to pay off this lien indebtedness at any time after one year from date of this deed, without penalty), the first installment being due and payable February 15, 1974, and a similar installment due the 15th day of each month thereafter, 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, Margaret C. Gowans, a widow, *have this day bargained and sold, and do hereby transfer and convey unto the said* Walter F. Brink, his *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

A certain tract or parcel of land in the 15th Civil District, formerly 11th Civil District of Davidson County, State of Tennessee, described as follows, to-wit:
BEING the northerly part of Lot No. 22, Lots Nos. 23, 24, 25, 26, 27 and the southerly part of Lot No. 28 on the Map showing subdivision of Lots Nos. 1 and 2, 55 to 59 inclusive, and 100 to 104 inclusive on the Plan of Maynor Place, as of record in Book 843, Page 31, Register's Office for said County. SAID Lots 23 to 27 inclusive front 25 feet each on the westerly side of Gallatin Pike and run back between parallel lines 163½ feet to a dead line. SAID part of Lot No. 22 is described as follows: BEGINNING at a point in the westerly margin of Gallatin Pike, said point being fixed and being in line with the middle of the partnership wall of a building located on said property, said wall being the southerly wall of said building, and said point being 9½ feet, more or less, northerly from the corner of Lots 21 and 22; thence westerly and parallel to the line between Lots 21 and 22 and along said party wall 163½ feet to a point; thence northerly and along west line of Lot No. 22, 15½ feet more or less to the rear corner of Lots 22 and 23; thence easterly along the line between Lots 22 and 23 to a point in the westerly margin of Gallatin Pike; thence southerly along the westerly margin of Gallatin Pike 15½ feet, more or less, to the point of beginning.

(continued)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 75,000.00

Affiant

Subscribed and sworn to before me, this the 17th day of January 1974

Notary Public

My commission expires: July 24 1977
(Affix Seal)

LOUDENE CO... NOTARY PUBLIC ... DAVIDSON COUNTY, TENNESSEE

SAID part of Lot No. 28 is described as follows: BEGINNING at a point in the westerly margin of Gallatin Pike at the corner of Lots 27 and 28; thence with the line between said Lots 163½ feet to a point; thence northerly along west line of Lot No. 28, 7 feet to a point; thence easterly and parallel with the line between Lots 27 and 28, 163½ feet to a point in the westerly margin of Gallatin Pike; thence southerly to the point of beginning.

BEING the same property to which a 1/2 undivided interest was conveyed to R. H. Gowans and wife, Margaret C. Gowans, by deed from J. M. Gowans, and wife, of record in Book 2275, Page 614, Register's Office for Davidson County, Tennessee. The said R. H. Gowans having since died, AND BEING the same property to which a 1/2 undivided interest was devised to Margaret C. Gowans, by Will of Ronald Henry Gowans, of record in Will Book 108, Page 516, Probate Court Clerk's Office for Davidson County, Tennessee.

Margaret C. Gowans, Grantor, does hereby convey to Grantee, Walter F. Brink, his heirs and assigns, all of her right, title and interest in and to a 16 foot easement for ingress and egress at the rear of Lots 19, 20, 21, and at the rear of the southerly 9½ feet, more or less, of Lot No. 22; said Lots Nos. 19, 20, 21 and part of Lot No. 22 also being on the Map showing subdivision of Lots Nos. 1 and 2, Lots 55 to 59 inclusive, and 100 to 104 inclusive, on the Plan of Maynor Place, as of record in Book 843, Page 31, Register's Office for said County; which said easement is mentioned and described in two deeds, one being of record in Book 1910, Page 631, and the other being of record in Book 2275, Page 614, said Register's Office. Said easement is owned by Grantor by virtue of said deeds and the Will of Ronald Henry Gowans, Deceased, of record in Will Book 108, Page 516, Probate Court Clerk's Office for Davidson County, Tennessee.

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unimproved ( )
This is improved (X) property, known as 3245-49 Gallatin Road, Nashville, Tennessee, 37216
(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 Walter F. Brink, his ..... *(successors), heirs and assigns forever.* I *covenant that* I am *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 by taxes for the year 1974, which have been pro-rated between the Grantor and Grantee and assumed by Grantee; also by applicable State and Metropolitan Zoning laws and regulations; and easement for sanitary sewers and/or storm drainage granted Metropolitan Government of Nashville and Davidson County, Tennessee of record in Book 4122, Page 379, Register's Office for Davidson County, Tennessee. Also, rights of tenants in possession. Also rights pertaining to party walls.

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Walter F. Brink, 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 Walter F. Brink, unmarried, ... *hereinafter referred to as trustors, hereby transfer and convey unto* Clara G. Hardin, *Trustee,* her *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 $ 55,000.00 *, 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.*

*coverage to be fire & extended coverage, vandalism & malicious mischief & liability

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

RECORDER'S MEMO:
Legibility 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.

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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 15th *day of* January, *19*74

Margaret C. Gowans

MARGARET C. GOWANS

Walter F Brink

WALTER F. BRINK

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, D. Loudene Gee, *a Notary Public in and for said County and State,* Margaret C. Gowans and Walter F. Brink,

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* 17th *day of* January, *19*74

D. LOUDENE GEE NOTARY PUBLIC STATE OF TENNESSEE AT LARGE

D. Loudene Gee

Notary Public

Commission expires July 24, 1977 at large for the State of Tennessee

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STATE OF.....
COUNTY OF.....

Personally appeared befpre 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 corporation by .....self as.....

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

.....*Notary Public*

Commission expires.....

Fiee K. Marshall

JAN 17 74	CONV	75,000.00			
JAN 17 74	MORT'G	55,000.00			
JAN 17 74	ST TAX		A*	195.00	
JAN 17 74	ST TAX		A*	53.00	
JAN 17 74	PRFEE		A*	.50	
JAN 17 74	MDEED		A*	8.00	* 256.50

INSTALLMENT DEED

FROM

MARGARET C. GOWANS

TO

WALTER F. BRINK

C 38800

IDENTIF. REFERENCE

JAN 17 2 10 PM '74

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Compliments of

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