This Form furnished by Attorneys Title Company, Inc.

# INSTALLMENT DEED

Form No. WD - 4

**FROM**

J. THOMAS BRYAN, WILLIAM G. KENNON, JR. and JERRALL P. CROOK

**TO**

CHARLES W.MacMILLAN and REUBEN A. BUENO

For draftsman's use

This instrument prepared by:

Robert W. Sturdivant, Attorney
26th Floor, Life & Casualty Tower
Nashville, Tennessee 37219

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| Charles W.MacMillan and Reuben A. Bueno (NAME) | S A M E (NAME) | 92-16 |
| 2011 Hayes Street (STREET ADDRESS OR ROUTE NUMBER) | (STREET ADDRESS) | 24 |
| Nashville, Tennessee 37203 (CITY) (STATE) (P. O. ZIP) | (CITY) (STATE) (ZIP) | |

(FOR REGISTER'S USE)

C6716

IDENTIF. REFERENCE T

AUG 19 2 52 PH '74

FELIX Z. ZANDER, REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 120,000.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 15th DAY OF August 1974

Notary Public

MY COMMISSION EXPIRES: 8-9-77

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of One Hundred Twenty Thousand Dollars ($120,000.00) of which $10,170.52 has been paid in cash; $2,829.48 has been paid by the assumption of the unpaid balance of an indebtedness to the Nashville Gas Company, and for the remainder the said grantees have executed their Installment Deed Note of even date herewith, payable to the grantors hereof, in the principal amount of $107,000.00, payable in 180 monthly installments, 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, the undersigned J. Thomas Bryan, William G. Kennon, Jr. and Jerrall P. Crook, hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Charles W.MacMillan and Reuben A. Bueno, as tenants in common, herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

TRACT NO. 1: Land in Davidson County, Tennessee, being the westerly half of Lot No. 10 on the Plan of the Subdivision of part of Lot No. 155 of the Boyd Home Tract, as of record in Book 84, page 453, Register's Office for said County.
Said Part of Lot No. 10 fronts 50 feet on the southerly side of Hayes Street and runs back between parallel lines, 165 feet to an alley.

TRACT NO. 2: Land in Davidson County, Tennessee, being the westerly twenty feet of the easterly half of Lot No. 10 of the subdivision of part of Lot No. 155 of the Boyd Home Tract, as of record in Book 84, page 453, Register's Office for said County.

Said portion of said lot is described as follows:
Beginning at a point on the southerly side of Hayes Street 50 feet west of the common corner of Lots No. 10 and 11, said point being the northeast corner of property conveyed to Dr. J. Thomas Bryan by deed from Jesse Glenn Potter and wife, Louise Potter, of record in Book 2600, page 255, said Register's Office; thence southwardly along Bryan's east line 165 feet to an alley; thence east along said alley 20 feet; thence northwardly, parallel with Bryan's said east line, 165 feet to the southerly side of Hayes Street; thence west along the southerly side of Hayes Street, 20 feet to the point of beginning.

Being the same property conveyed by the B-K Company to J. Thomas Bryan, William G. Kennon, Jr. and Jerrall P. Crook, by deed dated July 22, 1974, of record in Book 4838, page 755, Register's Office for Davidson County, Tennessee.

This is improved property, known as 2011 Hayes Street, Nashville, Tennessee 37203.

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.

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 Robert W. Sturdivant, 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 $ 100,000.00 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 herein, 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.

Ofelia R. Bueno, wife of Reuben A. Bueno (Charles R.MacMillan being unmarried) joins herein for the release of any marital rights she may have in the property conveyed.

IN WITNESS WHEREOF, we, the said grantors and grantees, have hereunto set our hands this the 15th day of August, 1974.

J. Thomas Bryan
J. THOMAS BRYAN

Charles W. MacMillan
CHARLES W. MacMILLAN

William G. Kennon, Jr.
WILLIAM G. KENNON, JR.

Reuben A. Bueno
REUBEN A. BUENO

Jerrall P. Crook
JERRALL P. CROOK

Ofelia R. Bueno
OFELIA R. BUENO

GRANTORS GRANTEES

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Christine Tinsley, a Notary Public in and for said County and State, the within named J. THOMAS BRYAN, WILLIAM G. KENNON, JR. and JERRALL P. CROOK, 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 Nashville, Tennessee, this 15th day of August, 1974.

My commission expires Nov. 20, 1976

Christine Tinsley Notary Public

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Christine Tinsley, a Notary Public in and for said County and State, the within named CHARLES W.MacMILLAN, REUBEN A. BUENO and wife, OFELIA R. BUENO, 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 Nashville, Tennessee, this 15th day of August, 1974.

My commission expires Nov. 20, 1976

Christine Tinsley Notary Public

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|---|---|---|---|---|
| AUG 19 | CONV | 90,000.00 | | |
| AUG 19 | CONV | 30,000.00 | | |
| AUG 19 | MORT'G | 90,000.00 | | |
| AUG 19 | MORT'G | 17,000.00 | | |
| AUG 19 | S'TAX | | A* 312.00 | |
| AUG 19 | S'TAX | | A* 105.00 | |
| AUG 19 | PR'FEE | | A* .50 | |
| AUG 19 | W'DEED | | A* 4.00 | * 421.50 |

Mail to: Mr. Robert W. Sturdivant
1106 - Baker Bldg
37203