Rush Mail to: Brentwood Properties #2
3610 Nolensville Rd
Nashville, Tenn
Davidson County

THIS INSTRUMENT PREPARED BY
DEARBORN & EWING, ATTORNEYS
1912 PARKWAY TOWERS
NASHVILLE, TENNESSEE 37219

M.159
P.130-186

BOOK 4858 PAGE 45

INSTALLMENT DEED

PW 232 - 529

For and in Consideration of the sum of Forty-Eight Thousand Dollars ($48,000.00) of which Six Thousand Dollars ($6,000.00) has been paid in cash by M. DOUGLAS BROWN, doing business as DOUG BROWN CONSTRUCTION CO., hereinafter referred to as "Grantee", the receipt of which is hereby acknowledged, and for the remainder, Forty-Two Thousand Dollars ($42,000.00) the said Grantee has executed his promissory note, of even date herewith and payable to the order of Grantor, said note being due and payable on or before two (2) years after date, together with interest thereon at the rate of eight percentum (8%) per annum, said interest being due and payable on the twentieth (20th) days of March and September on the then principal balance, and providing for payment of attorney's fees, and to secure the payment of said note, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, ANDREW EWING, TRUSTEE, hereinafter referred to as Grantor, has this day bargained and sold, and do hereby transfer and convey unto said Grantee, his heirs and assigns, certain real estate in Davidson and Williamson Counties, Tennessee, as follows:

Three tracts or parcels of land lying partly in the 7th Civil District of Davidson County, Tennessee and the 15th Civil District of Williamson County, Tennessee described as follows:

TRACT NO. 1:

Lot No. 2 as shown on the Plan of River Oaks Section One as of record in Plan Book 3, page 41, in the Register's Office of Williamson County, Tennessee and Book 4175, page 31, of the Register's Office of Davidson County, Tennessee. Said Lot No. 2 fronts 273.00 feet along the westerly boundary of River Oaks Road and runs back 223.96 feet along its southerly or southwesterly line, 109.75 feet along its rear line and 291.00 feet along its northerly line. 159 186

10-1 74
TRANSFER TAX 12.80
MORTGAGE TAX
PROBATE FEE .50
TOTAL FEE 13.30
RECEIPT NO 44494
RB
REG. OR DEP. REG.
WILLIAMSON COUNTY

TRACT NO. 2:

Lot No. 99 as shown on the Plan of River Oaks, Section One, revised, as of record in Book 4060, page 141, Register's Office for Davidson County, Tennessee. Said Lot No. 99 fronts 100.00 feet along the easterly boundary of River Oaks Road, and runs back between lines, 441.83 feet along its southerly line and 400.71 feet along its southerly line, to a broken line in the rear as follows: BEGINNING at the northeasterly corner of said Lot No. 99 at a monument, runs South 47° 44' east, 160.00 feet to a monument, south 88° 12' west, 81.62 feet to a monument, south 50° 01' east 70.89 feet to a monument and south 28° 56' west 23.13 feet to the southeasterly corner of said Lot No. 99. 159 130

10-1 74
TRANSFER TAX
MORTGAGE TAX 40.00
PROBATE FEE .50
TOTAL FEE 40.50
RECEIPT NO 44496
RB
REG. OR DEP. REG.
WILLIAMSON COUNTY

TRACT NO. 3:

Lot No. 12 as shown on the Plan of River Oaks, Section Five, as of record in Plan Book 5, page 27, Register's Office for Williamson County, Tennessee. Said Lot No. 12 fronts 135.0 feet

along the southwesterly side of Johnson Chapel Road, and runs back between lines, 380.9 feet along its northwesterly line and 340.0 feet along its southeasterly line to a line in the rear on which it measures 134.6 feet.

TRACT 1 (Lot No. 2) is a part of the property which was conveyed to Andrew Ewing, Trustee by deed of Emma Berry Bryan of record in Book 150, page 502, Register's Office for Williamson County, Tennessee.

TRACT 2 (Lot No. 99) is composed of a part of the property which was conveyed to Andrew Ewing, Trustee by deed of Emma Berry Bryan and part of the property which was conveyed to Andrew Ewing, Trustee by deeds of Paul E. Swindell and wife, of record in Deed Book 4301 ,pages 8 and 14, Register's Office for Williamson County, Tennessee.

TRACT 3 (Lot No. 12) is a part of the property which was conveyed to Andrew Ewing, Trustee, by deed of K. R. Stanfill Homes, Inc. of record in Deed Book 222, page 497, Register's Office for Williamson County, Tennessee.

The said three tracts or parcels of land, as described above, are conveyed expressly subject to:

1. Taxes for the year 1974 which have been prorated, and payment thereof is expressly assumed by Grantee.

2. Restrictive covenants of record in Deed Book 158, page 495, Register's Office for Williamson County, Tennessee and in Book 4273, page 940, Register's Office for Davidson County, Tennessee, applicable to Lots Nos. 2 and 99 in River Oaks, Section One, of record in Deed Book 220 , page 158 , Register's Office for Williamson County, Tennessee, applicable to Lot No. 12, River Oaks, Section Five.

3. The said plan of record in Plan Book 3, page 41, Register's Office for Williamson County, Tennessee and Book 4175, page 31, Register's Office for Davidson County, Tennessee with respect to Lot Nos. 2 and 99 in River Oaks Section One shows, with respect to Lot No. 2:

(a) A 75 ft. minimum building setback line along River Oaks Road.

(b) A 10 ft. utility easement along its southerly and real lines.

(c) A 2-1/2 x 25 ft. utility anchor easement along its northerly line beginning at its intersection with River Oaks Road.

4. The said plan of record in Book 4060, page 141, Register's Office for Davidson County, Tennessee shows, with respect to Lot No. 99:

(a) A 100 ft. minimum building setback line along River Oaks Road.

(b) A drainage and utility easement extending across the rear of said lot and along its northeasterly line, reference being made to said plan for its detail and location.

(c) A 2-1/2 x 25 ft. utility anchor easement along its southerly line extending from River

Oaks Road.

BOOK 232 PAGE 531

5. The said plan of record in Plan Book 5, page 27, Register's Office for Williamson County, Tennessee shows, with respect to Lot No. 12:

(a) A 75 ft. minimum building setback line along Johnson Chapel Road.

(b) A 10 ft. utility and drainage easement along its northwesterly line and extending across the rear of said lot 40 ft. northeast of its rear line.

(c) A 2-1/2 x 20 ft. utility anchor easement on each of its sidelines extending from Johnson Chapel Road.

(d) Easement for the flow of Little Harpeth River along its rear.

This is unimproved property known as Lots Nos. 2 and 99, River Oaks, Section One, and Lot No. 12, River Oaks, Section Five.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantee, his heirs and assigns forever, Grantor covenants that he is lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

Grantor further covenants and binds himself, his successors and assigns, to warrant and forever defend the title to said real estate to said Grantee, his heirs and assigns, against the lawful claims of all persons, insofar as he, as Trustee, is authorized so to do, but no further or otherwise.

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 note, as it may mature, as hereinafter provided, and for the consideration of one dollar, to him in hand paid, the said Grantee, joined by his wife, Jo Ann H. Brown, who joins herein for the sole purpose of releasing any and all rights and interests in said property by way of homestead, dower, or otherwise, do hereby transfer and convey unto Robert T. Coleman, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

The said Grantee does 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 the full insurable value until the note 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 and holder of said notes, as his interest may appear.

Grantee further agrees 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 he fails to do either, then the said Trustee, or the lawful owner and holder of said note, 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 the said Grantee shall pay the note aforesaid when due, according to its 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

he fails 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; and if he fails to reimburse the Trustee or lawful owner and holder of said note for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said note, within thirty days from date of such payment, this trust conveyance shall remain in full force and effect, 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. Grantee further agrees 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 the note 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 Grantee, his 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 note, 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 Offices for Davidson and Williamson Counties, Tennessee, and the title herein conveyed to Robert T. Coleman, Trustee, shall be vested in said successor.

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.

The right is expressly reserved to Grantee to obtain a relase of lien, as aforesaid, as to any one of the lots, as identified above, upon payment of the sum of Fourteen Thousand Dollars ($14,000.00), together with the interest then accured on the entire principal balance.

IN WITNESS WHEREOF, the said Grantor and Grantee joined by his wife, Joe Ann H. Brown, who joins herein only for the purposes aforesaid, have hereunto set their hands at Nashville,

BK. 232 PG. 533

Tennessee, this the 20th day of September, 1974.

Andrew Ewing, Trustee

Andrew Ewing, Trustee

M. Douglas Brown

M. Douglas Brown

Jo Ann H. Brown

Jo Ann H. Brown

OCT-7 CONV $48,000.00
OCT-7 MORT'G $42,000.00
OCT-7 W'DEED A* 10.00 * 10.00

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Roberts Cooter, a Notary Public in and for said County and State, the within named Andrew Ewing, Trustee, the bargainor, with whom I am personally acquainted, and who acknowledged that he, as Trustee, executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 20th day of September, 1974.

Roberts Cooter
Notary Public

My Commission Expires: Jan. 29, 1977

ROBERT B. COOTER NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Robert B. Cooter, a Notary Public in and for said County and State, the within named M. Douglas Brown and Jo Ann H. Brown, 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 20th day of September, 1974.

Robert B. Cooter
Notary Public

My Commission Expires: Jan. 29, 1977

C73937

IDENTIF. REFERENCE
Oct 7 11 08 AM '74
FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE, WILLIAMSON COUNTY

I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater is $ 48,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair voluntary sale. Affiant Robert T. Coleman

Subcribed and sworn to before me this the 30th day of September 1974

Robert B. Cooter
Notary Public.
My Commission Expires
January 29, 1977

ROBERT B. COOTER NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Responsible for Taxes:
Douglas Brown
5144 Butchett Dr
Nashville, Tenn
37220