This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

FROM

Mrs. S. M. (Frankie C.) Bradley, Conservator of the estate of S. M. Bradley, Sr. and Frankie C. Bradley, Individually

TO

Mr. Cecil D. Branstetter

For draftsman's use

Prepared by Kenneth Harwell, Atty.
2517 Lebanon Road
Nashville, Tennessee

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Cecil D. Branstetter (NAME)	Cecil D. Branstetter (NAME)	Map 93-2-4
216 Third Avenue North (STREET ADDRESS OR ROUTE NUMBER)	216 Third Avenue North (STREET ADDRESS)	Par. 9
Nashville, Tennessee 37201 (CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee 37201 (CITY) (STATE) (ZIP)	

C83262

IDENTIF. REFERENCE T

JAN 3 10 27 AM '75

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

(FOR REGISTER'S USE)

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 50,000.00 Frankie C. Bradley
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 16th DAY OF December, 1974.

Alice Faith Wilson
Notary Public

MY COMMISSION EXPIRES: 7/18/76

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Fifty Thousand ($50,000) Dollars ~~of~~ ~~and~~ ~~other~~ ~~valuable~~ ~~consideration~~ ~~paid~~ ~~at~~ ~~and~~ ~~before~~ ~~the~~ ~~execution~~ ~~hereof~~ ~~to~~ ~~the~~ ~~grantor~~ ~~hereinafter~~ ~~named~~, ~~the~~ ~~receipt~~ ~~of~~ ~~which~~ ~~is~~ ~~hereby~~ ~~acknowledged~~, ~~has~~ ~~been~~ ~~paid~~ ~~in~~ ~~cash~~ ~~by~~ ~~the~~ ~~grantee~~ ~~hereinafter~~ ~~named~~, ~~the~~ ~~receipt~~ ~~of~~ ~~which~~ ~~is~~ ~~hereby~~ ~~acknowledged~~, ~~and~~ ~~for~~ ~~the~~ ~~consideration~~ ~~aforesaid~~ ~~the~~ ~~grantor~~ ~~has~~ ~~bargained~~ ~~and~~ ~~sold~~ ~~and~~ ~~by~~ ~~these~~ ~~presents~~ ~~does~~ ~~hereby~~ ~~transfer~~ ~~and~~ ~~convey~~ ~~unto~~ ~~the~~ ~~grantee~~ ~~hereinafter~~ ~~named~~, ~~the~~ ~~receipt~~ ~~of~~ ~~which~~ ~~is~~ ~~hereby~~ ~~acknowledged~~ and the agreement of the said grantee to pay to the agent, Guaranty Realty Company, the sum of $3,000 and for the remainder the said grantee has agreed to pay the balance in the amount of $47,000 to be paid in equal monthly installments of $621.11 over a period of ten years, bearing an interest rate of 10% per annum, beginning November 10, 1974. The grantee shall be denied the right of prepayment privileges of all or any part of the principal balance, with or without penalty, unless otherwise mutually agreed to by both grantor and grantee, and a lien is expressly retained on the land herein conveyed until all payments are made.

Mrs. S. M. Bradley, Sr., conservator of the estate of S. M. Bradley, Sr. and ~~wife~~ ~~providing~~ ~~for~~ ~~payment~~ ~~of~~ ~~attorney's~~ ~~fees~~ ~~and~~ ~~to~~ ~~secure~~ ~~the~~ ~~payment~~ ~~of~~ ~~said~~ ~~notes~~ ~~extension~~ ~~agreement~~ ~~and~~ ~~interest~~ ~~and~~ ~~covenants~~ ~~and~~ ~~agreements~~ ~~herein~~ ~~contained~~ Mrs. S. M. Bradley (Frankie C.) Bradley, individually, hereinafter called the grantors have this day bargained and sold and do hereby transfer and convey unto Cecil D. Branstetter hereinafter called grantee, his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being part of Lot No. 26 on the Original Plan of the Town of Nashville, not of record, described as follows: Beginning at a point on the westerly margin of Second Avenue, North, formerly Market Street, the northwest corner of said Second Avenue, North, and Church Street, formerly Spring Street, being the southeast corner of said Lot No. 26; thence with the westerly margin of said Avenue, northwardly 30 feet to the southeast corner of Anna G. Young's part of said Lot No. 26 thence westwardly with Young's southern boundary line, 105 feet, more or less, to the easterly margin of an alley, thence with the easterly margin of said alley, southwardly 30 feet to the northerly margin of Church Street; thence with the northerly margin of said street, eastwardly 105 feet, more or less, to the beginning, and being part of the property conveyed to Nashville Trust Company, by deed from American National Bank of Nashville, of record in Book 999, Page 521, Register's Office for said County. Being the same property conveyed to Frankie C. Bradley from Samuel M. Bradley, Sr., in Book 4104, page 656 in Register's Office for Davidson County, Tennessee.

This is (unimproved ( ) improved (X)) property, known as 201 Second Avenue North (House Number) (Street) Nashville (P. O. Address; City or Town) 37201 (Postal Zone)

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 S. M. Bradley, 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 $_____ 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 16th day of December 19 74

Mrs. S. M. Bradley, Sr. Conservator of the estate of S. M. Bradley Sr.

Frankie C. Bradley Individually

Cecil D. Branstetter

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Kenneth Harwell, a Notary Public in and for said County and State, the within named Mrs. S. M. Bradley, Sr., conservator of the estate of S. M. Bradley, Sr., being the same person as Frankie C. Bradley the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville Tennessee, this 16th day of December 19 74

Kenneth Harwell, Notary Public.

Commission expires 8-29-78

JAN-3 75	CONV	50,000.00			
JAN-3 75	MORT'G	47,000.00			
JAN-3 75	S'TAX		A*	130.00	
JAN-3 75	S'TAX		A*	45.00	
JAN-3 75	PR'FEE		A*	.50	
JAN-3 75	W'DEED		A*	4.00	* 179.50

State of Tennessee
County of Davidson

Personally appeared before me, L. D. Richards, a Notary Public in and for said County and State, the within named Cecil D. Branstetter the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 31st day of December, 1974.

L. D. Richards

Commission expires: April 26, 1978