This instrument was prepared by Raymond H. Darrow, Attorney at Law
First American Center
Nashville, Tennessee

Installment Deed

BOOK 4951 PAGE 25

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Marvin E. Sharpton, et ux	Marvin E. Sharpton, et ux	106-7-36
(NAME)	(NAME)	
P.O. Box 41083	same	
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville TN 37204		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

mail to

FOR AND IN CONSIDERATION of the sum of One Hundred Fifteen Thousand and No/100 ($115,000.00) *Dollars,*

of which Fifteen Thousand and No/100 ($15,000.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder One Hundred Thousand and No/100 ($100,000.00) *Dollars,*

Marvin E. Sharpton and wife, Imogene B Sharpton

have executed

one note of even date herewith in the principal sum of $100,000.00, payable to the order of Commerce Union Bank, Trust Department, for the Estate of Gordon Wilson Brazelton, in 300 monthly installments of $805.24 each, which includes both principal and interest at the rate of 8-1/2% per annum, the first installment falling due on the 15th day of October 1975, and the others monthly thereafter until the principal and interest have been paid in full, and privilege of prepayment is reserved,

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, we, Henry H. Horrell and Commerce Union Bank, Trustees, under the will of Gordon Wilson Brazelton

have this day bargained and sold, and do hereby transfer and convey unto the said Marvin E. Sharpton and wife, Imogene B. Sharpton

their *(successors), heirs and assigns,*

certain real estate in Davidson County, Tennessee, as follows:

Land in the 3rd Civil District of Davidson County, Tennessee, being parts of Lots Nos. 2 and 3, on the Map of the Subdivision showing Albert Buchanan (deceased) land, as divided among his heirs, as of record in Book 843, page 51, Register's Office for said County, and being known as parts of Lots Nos. 2 and 3 on the unrecorded map showing a division of certain Buchanan Lands according to a survey made by R. B. Sneed under date of April 27, 1955, and referred to in decree of the Chancery Court of said County, of record in Minute Book 178, page 100, and described according to a survey made by E. L. Miller, Jr. & Co., Surveyors, June 12, 1966. Said parts of Lots Nos. 2 and 3 are described together as follows: Beginning at an iron pin at the northeast corner of Ellen Street (Cornelia Street as per street marker) and Spence Lane as widened; thence with the easterly margin of said Spence Lane, north 17° east 96.4 feet to an iron pin; thence south 77° 45' east 148.2 feet to an iron pin in the western boundary of lot No. 4 on said plan; thence with same south 8° 15' west 91.3 feet to an iron pin on the northerly margin of said Ellen Avenue; thence with same north 79° 45' west 162.9 feet to the beginning.

Being part of the real property devised to Henry H. Horrell and Commerce Union Bank, Trustees, by will of Gordon Wilson Brazelton, of record in Will Book 100, page 366, County Court of Davidson County, Tennessee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 115,000.00

Affiant

Subscribed and sworn to before me this 15th day of September 1975.

Notary Public

My commission expires: May 16, 1976

(Affix Seal)

unimproved ( )
This is improved ( ) property, known as ..... (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 Marvin E. Sharpton and wife, Imogene B. Sharpton their *(successors), heirs and assigns forever.* Grantors *covenant that* they 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.,* except taxes for 1975 which are prorated and assumed by grantees.

Grantors *further covenant and bind* themselves, their successors, *heirs and representatives, to warrant and forever defend the title to said real estate to said* Marvin E. Sharpton and wife, Imogene B. Sharpton their *(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 Marvin E. Sharpton and wife, Imogene B. Sharpton

hereinafter referred to as trustors, hereby transfer and convey unto William Dearborn *, 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.

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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 September, 19 75.

Attest: Vance Pitts

COMMERCE UNION BANK, TRUSTEE

By: [signature] Vice President

[signature]
Henry K. Horrell, Trustee

[signature]

[signature]

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Steve Horrell, a Notary Public in and for said County and State, Henry K. Horrell

the within named 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 15th day of September, 19 75.

[signature] Notary Public

My Commission expires May 16, 1976

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STATE OF Tennessee }
COUNTY OF Davidson }

Personally appeared before me, Steve Horrell, *a Notary Public in and for said County and State,* Marvin E. Sharpton and Imogene B. Sharpton

the within named 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* Sept., 1975

Steve Horrell
Notary Public

Commission expires May 16, 1976

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, V. Ann Clark, *a Notary Public of the State and County aforesaid, personally appeared* M. Kirk Scobey, Jr., *with whom I am personally acquainted, and who, upon oath, acknowledged* himself *to be* Vice President *of the* Commerce Union Bank, *the within named bargainor, a corporation, and that* he *as such* Vice President, *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* himself *as* Vice President

Witness my hand and seal, at office in Nashville, Tennessee *this* 12th *day of* September, 1975

V. Ann Clark
Notary Public

Commission expires 11/30/77

SEP 15 75	CONV	90,000.00			
SEP 15 75	CONV	25,000.00			
SEP 15 75	MORT'G	90,000.00			
SEP 15 75	MORT'G	10,000.00			
SEP 15 75	S'TAX		A* 299.00		
SEP 15 75	S'TAX		A* 98.00		
SEP 15 75	PR'FEE		A* .50		
SEP 15 75	W'DEED		A* 8.00	*	405.50

INSTALLMENT DEED

FROM

Henry H. Horrell and Commerce

Union Bank, Trustees

TO

Marvin E. Sharpton, et ux

D 15605

IDENTIF. REFERENCE

SEP 15 2 30 PM '75

FELIX Z. PILSON JR. REGISTER
DAVIDSON COUNTY, TENN.

Chicago Title Insurance Company
First American Center — Phone 255-4631
NASHVILLE, TENNESSEE 37238