BOOK 4960 PAGE 383

THIS INSTRUMENT PREPARED BY:

Richard D. Taylor, Attorney
300 James Robertson Parkway
Nashville, Tennessee 37201

STATE OF TENNESSEE - COUNTY OF DAVIDSON
The actual consideration or value, whichever is greater, for this transfer is $200,000.00.
Sworn to and subscribed before me this 21st day of [illegible], 1975.
NOTARY PUBLIC
My commission expires: 1/15/78

Installment Deed

FOR AND IN CONSIDERATION of the sum of

Two Hundred Thousand and no/100 ($200,000.00)---------- *Dollars,*

of which Ten Thousand and no/100 ($10,000.00) ----------

---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder One Hundred Ninety Thousand and no/100 ($190,000.00) ---------- *Dollars,*

Franklin D. Brabson, Trustee, et al *have executed*

a promissory note in the amount of One Hundred Ninety Thousand and no/100 ($190,000.00) Dollars payable to the Roman Catholic Diocese of Nashville as follows: The sum of One Thousand Seven Hundred Nine and 50/100 ($1,709.50) Dollars due and payable on the 15th day of December, 1975, and a like sum on the 15th day of each succeeding month thereafter, until the 15th day of November, 1995, on which date the entire unpaid balance with all accrued interest, shall be due and payable,

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, Most Rev. James D. Niedergeses, Bishop of the Roman Catholic Diocese of Nashville

have this day bargained and sold, and do hereby transfer and convey unto the said Franklin D. Brabson, Trustee, his *(successors), heirs and assigns,*

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

Being a part of Lot No. 74 on the Plan of the Original Town of Nashville, not of record, described as follows: Beginning on the southerly margin of Charlotte Avenue, formerly Cedar Street, at the northeast corner of the Cathedral property; thence with the easterly line of said property southwardly 105 feet, more or less, to the northerly margin of an alley; thence with said alley eastwardly 56 feet, more or less, to the westerly margin of an alley; thence with said alley northwardly 105 feet, more or less, to the southerly margin of Charlotte Avenue; thence with said Avenue westwardly 56 feet, more or less to the beginning.

Being the same real property conveyed to The Most Reverend William L. Adrian, Bishop of the Roman Catholic Diocese of Nashville, Tennessee and his successors in office, by deed from Cleary Gilmore and wife, Esther N. Gilmore, of record in Book 1915, page 373, said Register's Office; the said William L. Adrian has since died and his successor in office is the Most Reverend James D. Niedergeses, Bishop of the Roman Catholic Diocese of Nashville, Tennessee.

Buyer + Jay Bills
Franklin D. Brabson, Trustee
Parkway James. Mark Lee

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Franklin D. Brabson, Trustee 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.*

/successors in office

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Franklin D. Brabson, Trustee *(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 Franklin D. Brabson, Trustee *hereinafter referred to as trustors, hereby transfer and convey unto* Rev. James K. Mallett, *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 $ 200,000.00, *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.*

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.

BOOK 4960 PAGE 385

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 7th *day of* Oct. *, 19*75.

James D. Niedergeses

THE MOST REV. JAMES D. NIEDERGESES
BISHOP OF THE ROMAN CATHOLIC DIOCESE
OF NASHVILLE, TENNESSEE

Franklin D. Brabson, Trustee

FRANKLIN D. BRABSON, TRUSTEE

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Evelyn Phillips *, a Notary Public in and for said County and State,* The Most Rev. James D. Niedergeses *the within named bargainer, 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* 7th *day of* October *, 19*75

EVELYN PHILLIPS NOTARY PUBLIC DAVIDSON COUNTY

Evelyn Phillips *Notary Public*

Commission expires 1-26-76

BOOK 4960 PAGE 386

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Elaine Furlough, *a Notary Public in and for said County and State,* FRANKLIN D. BRABSON, TRUSTEE

the within named 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* 7th *day of* October, *19* 75

Elaine Furlough *Notary Public*

Commission expires July 15, 1978

OCT 10 75	CONV	90,000.00		
OCT 10 75	CONV	90,000.00		
OCT 10 75	CONV	20,000.00		
OCT 10 75	MORT'G	90,000.00		
OCT 10 75	MORT'G	90,000.00		
OCT 10 75	MORT'G	10,000.00		
OCT 10 75	STAX		A*	520.00
OCT 10 75	STAX		A*	188.00
OCT 10 75	PRFEE		A*	.50
OCT 10 75	DEED		A*	8.00 * 716.50

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 corporatoin by* ..... *self as* .....

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

..... *Notary Public*

Commission expires .....

INSTALLMENT DEED

FROM

THE MOST REV. JAMES D. NIEDERGESES, BISHOP OF THE ROMAN CATHOLIC DIOCESE OF NASHVILLE

TO

FRANKLIN D. BRABSON, TRUSTEE

D 19453

IDENTIF. REFERENCE

OCT 10 8 51 AM '75

FELIX A. ... REGISTER
DAVIDSON COUNTY, TENN.

RUSH

Compliments of

Guaranty Title Company

A Division of
Kansas City Title Insurance Company
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE