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

INSTALLMENT DEED

FOR AND IN CONSIDERATION OF the sum of THIRTEEN THOUSAND FIVE HUNDRED & NO/100 DOLLARS

of which $ 1500.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees

have executed their one promissory note of even date herewith for the sum of $12,000.00 payable to the Grantors herein at $1500.00 annually. Said payments begin Dec. 1st, 1976 and all subsequent payments due the Same day of each year plus interest at 8-1/2% per annum until the entire amount is paid in full.

DEC-13	CONV	13,500.00	
DEC-13	MORTG	12,000.00	
DEC-13	STATE TAX		35.10
DEC-13	CO TAX		10.00
			.50
			6.00
			51.60

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,

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

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

Marvin E. Sharpton and wife, Imogene B. Sharpton

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

See Exhibit "A", attached hereto and made a part hereof.

This is improved ( )
unimproved ( ) property known as ..... (House Number) ..... (Street) ..... (P. O. Address) ..... (City or Town) ..... (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 Truman S. Wrenne 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 $ insurable value 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 25th day of November 19 75.

Henry H. Horrell, Trustee

Henry H. Horrell

Marvin E. Sharpton

Imogene B. Sharpton

Commerce Union Bank, Trustee
Under the Will of Gordon Wilson
Brazelton

By: M. Kirk Scobey Jr. Vice President

ATTEST: T. Vance Little

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 13,500.00

Affiant

Subscribed and sworn to before me, this the 26th day of November 19 75

My commission expires March 1976
(Affix Seal)

Notary Public

STATE OF Tennessee
COUNTY OF Davidson

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named Henry H. Horrell, Marvin E. Sharpton and Imogene B. Sharpton 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, Tn. this 26th day of Nov., 19 75.

Commission Expires March 16, 1976 _____, Notary Public.

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. and T. Vance Little, with whom I am personally acquainted, and who, upon oath, acknowledged themself to be Vice Presidents of the Commerce Union Bank, the within named bargainor, a corporation, and that they as such Vice Presidents being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by themself as Vice Presidents.

Witness my hand and seal, at office in Nashville, Tennessee this 25th day of November, 19 75

Commission Expires 11/30/75

V. Ann Clark
Notary Public

This instrument was prepared by:

C. H. Briley, Jr., Atty. P. O. Box 2645 Nashville, Tennessee
Name Address

242700-dh

INSTALLMENT DEED

From
Henry H. Horrell and
Commerce Union Bank Trustees

To
Marvin E. Sharpton et ux

D 26472

IDENTIFICATION REFERENCE

DEC 1 3 04 PM '75

REGISTER
DAVIDSON COUNTY, TENN.

Mail to:
Steve Harrell
3033 Sheraton Dr.
Nashville, Tenn. 37204

Published by
Pioneer National Title Insurance Company
A Ticor Corporation
344 4th Avenue North
NASHVILLE, TENNESSEE 37219
Phone (615) 259-2290

FORM NO 1005 REVISED 9-1-75

EXHIBIT "A"

Land in the 3rd Civil district of said County and State, being parts of Lots Nos. 2 and 3, all of Lots Nos. 4 and 6 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 Lot 4 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, June12, 1966.
Said Lot No. 4 is described as follows:
Beginning at an iron pin on the northerly margin of Ellen Avenue (Cornelia Street as street marker) at the southeast corner of Lot No. 3 on said plan; thence with the line between Lots Nos. 1, 2, 3 and 4 north 8° 15' east 184.3 feet to an old iron rod the southwest corner of Lot No. 8 on said plan; thence with the line between said lots Nos. 4 and 8 south 76° 50' east 81.3 feet to an iron pin; thence south 11° 50' west 180 feet to the northerly margin of said Ellen Avenue; thence with the same, north 79° 45' west 70 feet to the beginning.

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