INSTALLMENT DEED

For and in Consideration of the sum of $30,000.00

Thirty Thousand and 00/100 ($30,000.00) Dollars,

of which Five Thousand and 00/100 ($5,000.00) Dollars,

has been paid in cash by Kent Brand and wife, Becky Brand

the receipt of which is hereby acknowledged, and for the remainder of $25,000.00

Twenty Five Thousand and 00/100 ($25,000.00) Dollars,

the said Kent Brand and wife, Becky Brand have

executed an Installment Deed Note of even date herewith in the principal sum of Twenty Five Thousand and 00/100($25,000.00) Dollars and payable to Henry Lee Nicks in 240 monthly installments as follows: On the 15th day of November, 1976, the sum of Two Hundred One and 40/100($201.40) Dollars and a like amount on the 15th day of each succeeding month until the amount of both principal and interest are paid in full. The above installments include interest at the rate of Seven and One Half (7 1/2%) percent per annum

OCT 18 75 CONV 30,000.00
OCT 18 75 MORT'G 25,000.00
OCT 18 75 S'TAX B* 78.00
OCT 18 75 S'TAX B* 23.00
seven and one Half B* .50

all of said notes bearing ~~six~~ per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed,

I, Henry Lee Nicks, a widower,

have this day bargained and sold, and do hereby transfer and convey unto the said

Kent Brand and wife, Becky Brand, their heirs and assigns,

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

Land in the 11th, formerly 18th Civil District of Davidson County, Tennessee, being part of Tract No. 3 in the subdivision of the Dr. William Williams Lands, a plan of which is of record in Plan Book 2, page 128, Chancery Court at Nashville, described as follows:

Beginning at a point in the northwesterly margin of Kennedy Avenue, said point being the southeast corner of property conveyed to B. T. Miller, et ux, by deed of record in Book 3373, page 617, Register's Office for said County, thence with Miller's southerly line northwestwardly 280 feet, more or less to a point, being the soutwest corner of property conveyed to J. P. Wilson and wife, by deed of record in Book 1788, page 97, said Register's Office; thence southwestwardly 102 feet, more or less, to a point in the northerly boundary line of Monte Vista Subdivision, as recorded in Book 421, Page 143, Register's Office for said County; thence with same, southeastwardly 270 feet, more or less, to a point in the northwesterly margin of Kennedy Avenue; thence with same northeastwardly 102 feet, more or less, to the point of beginning.

Being the same property conveyed to Henry Lee Nicks and wife, Ola Grace Nicks, by deed from L. G. Jernigan and wife, Jacqueline Annie Jernigan, of record in Book 4731, Page 390, Register's Office for Davidson County, Tennessee, the said Ola Grace Nicks having since died.

This is unimproved ( ) improved (X) property, know as 4107 Kennedy Avenue Nashville, Tenn. 37216
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Kent Brand and wife, Becky Brand 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.

I further covenant and bind my heirs and representatives, to warrant and forever defend the title to said real estate to said Kent Brand and wife, Becky Brand 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 Kent Brand and wife, Becky Brand

do hereby transfer and convey unto Paul G. Blankenship, 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 Kent Brand and wife, Becky Brand 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 $25,000.00 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 interst 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 if 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 Kent Brand and wife, Becky Brand 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; if 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 trust 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 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 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 Kent Brand and wife, Becky Brand 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 Paul G. Blankenship, 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.

IN WITNESS WHEREOF, we, the said Henry Lee Nicks and Kent Brand and wife, Becky Brand hereunto set our hands at Nashville, Tennessee, this the 18th day of OCTOBER 1976

Henry Lee Nicks

Kent Brand

Becky Brand

STATE OF TENNESSEE
Davidson County

Personally appeared before me, PAUL G. BLANKENSHIP, a Notary Public in and for said County and State, the within named HENRY LEE NICKS and KENT BRAND & WIFE, BECKY BRAND

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 18th day of OCTOBER, 1976

Commission Expires AUGUST 6, 1980

Paul G Blankenship, Notary Public.

STATE OF _____
_____ County.

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the bargainor____, with whom I am personally acquainted, and who acknowledged that _____ executed the within instrument for the purposes therein contained.

Witness my hand and official seal at _____ this _____ day of _____, 19____

_____, Notary Public.

Commission Expires _____

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 5078 PAGE 950

Before me, ..., a Notary Public of the State and County aforesaid, personally appeared ....., with whom I 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 corporation by ..... self as .....

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

....., Notary Public.

Commission expires .....

(over for additional acknowledgements)

INSTALLMENT DEED

FROM

TO

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

D 72809

IDENTIF. REFERENCE

OCT 18 12.00 PM '76

REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Kent Brand et ux (NAME)	Kent Brand et ux (NAME)	Map 61-16
4107 Kennedy Avenue (STREET ADDRESS OR ROUTE NUMBER)	4107 Kennedy Avenue (STREET ADDRESS)	Parcel 24
Nashville, Tenn. 37216 (CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee 37216 (CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

Paul G. Blankenship, Atty.
3311 Gallatin Road
Nashville, Tennessee 37216

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 30,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 18th DAY OF OCTOBER 19 76

Notary Public

MY COMMISSION EXPIRES August 6, 1980

(AFFIX SEAL)