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This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD - 4

FROM
Trustees of Brookmeade Church of Christ

TO
David S. Popkin, et ux

For draftsman's use

PREPARED BY:
Tom G. Coleman, Jr.
Attorney at Law
1702 Parkway Towers
Nashville, Tennessee 37219

Mail

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
David S. Popkin, et ux (NAME)	New Owner (NAME)	p/o
6804 Fleetwood Drive (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Map 114-230
Nashville, Tenn. 37209 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	and 90

(FOR REGISTER'S USE)

IDENTIF. REFERENCE
Aug 8 12 48 PM '77
FELIX Z. WHITE, REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 23,000.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 19th DAY OF July 1977

Notary Public

MY COMMISSION EXPIRES: 8

(AFFIX SEAL)

19006

FOR AND IN CONSIDERATION OF the sum of -----TWENTY-THREE THOUSAND AND 00/100----- ($23,000.00)----------DOLLARS

of which $4,600.00 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 one promissory note of even date herewith in the principal sum of $18,400.00 payable to the order of Grantors and given as part of the purchase money on the herein described property. Said note is payable in quarterly payments of $306.66 each, plus interest at the rate of 8½% per annum on the unpaid principal sum. Payments of both principal and interest will be due and payable on October 1, January 1, April 1 and July 1, of each succeeding year with the first payment of principal and interest due and payable October 1, 1977. Amounts paid will be credited first to interest due; balance to unpaid principal sum. Sixtieth installment shall be $307.06 plus interest at 8½% per annum. This transfer is subject to any visible easements and to all applicable local government planning, building and zoning regulations.

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,

Richard Eubank and Eugene Nicks, as Trustees of the Brookmeade Church of Christ
hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto
David S. Popkin and wife, Hae Yung Popkin

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

Land in the 8th Civil District of Davidson County, Tennessee, being a tract of land described according to a survey by G. Barry Greer, Surveyor, dated June, 1977 and described as follows:

Beginning at an iron pin in the southerly margin of Charlotte Pike being 155 feet as measured along a curve in the southerly margin of Charlotte Pike from the Northeast corner of Thousand Oaks Estates Subdivision recorded in Plan Book 3700, pages 82 and 83, Register's Office for Davidson County, Tennessee; thence South 01° 20' East 370 feet to a point; thence South 03° 15' West 741 feet to an iron pin; thence North 88° 18' West 265 feet to an iron pin; thence South 8° 20' West 352 feet to an iron pin; thence South 63° 48' East 625.7 feet to an iron pin; thence North 00° 03' East 1345.2 feet thru a pond to an iron pin; thence North 08° 50' West 455 feet to an iron pin in the southerly margin of Charlotte Pike; thence with a slight curve in the southerly margin of Charlotte Pike and in a generally southwesterly direction 157 feet to the point of beginning, containing 11.4 acres, more or less.

Being part of the same property conveyed to Trustees of Brookmeade Church of Christ by deed from Nashville Christian Schools, Inc., of record in Book 4795, page 416, Register's Office for Davidson County, Tennessee.

502

This is unimproved ( ) improved ( ) property, known as ---- (House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

The attached restrictions marked EXHIBIT "A" are made applicable to this property.

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 seised 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.

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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 Tom G. Coleman, 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 insurable 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 19th day of July, 1977.

BROOKMEADE CHURCH OF CHRIST

By: Richard Eubank trustee
Richard Eubank, Trustee

By: Eugene Nicks Trustee
Eugene Nicks, Trustee

David S. Popkin

Hae Yung Popkin

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Richard Eubank and Eugene Nicks, as Trustees of the Brookmeade Church of Christ, and David S. Popkin and wife, Hae Yung Popkin 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, Tennessee, this 19th day of July, 1977.

Notary Public.

Commission expires 8-3-80.

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 corporation by.....self as .....

Witness my hand and seal, at office in .....,

this .....day of....., 19.....

....., Notary Public.

Commission expires.....

EXHIBIT "A"

RESTRICTIONS: BOOK 5181 PAGE 204

1. No residence shall be constructed with less than 1200 square feet of living area, excluding garages and porches. Residential buildings must be constructed of 2/3 or more brick or stone, in the alternative residential buildings of a decorative frame construction may be built.

2. All residential buildings must have exterior material to grade. (No exposed block foundations.)

3. All residential buildings must be set back from front property line at least 125 feet.

4. All detached buildings must be in rear of dwelling , except lots with present outbuildings.

5. No trailer or mobile home, basement house, garage, barn or other building may be used as temporary or permanent living quarters. Any residential construction must be completed within twelve months from beginning date.

6. No swine or commercial poultry may be kept on property.

7. No storage of junk cars, storage of building materials or any other offensive or unsightly storage may be placed on tracts.

8. These restrictions shall run for a period of 25 years from date of deed.

AUG-87	CONV	23,000.00			
AUG-87	MORT'G	18,400.00			
AUG-87	S'TAX		B*	59.80	
AUG-87	S'TAX		B*	16.40	
AUG-87	PR'FEE		B*	.50	
AUG-87	W'DEED		B*	6.00	* 82.70