*INSTALLMENT DEED

For and in Consideration of the sum of Twenty-Two Thousand, Nine Hundred and No/100 ($22,900.00)----------Dollars, of which One Thousand Five Hundred and No/100 ($1,500.00)----------Dollars, has been paid in cash by Thomas James Brotherton, Jr. and wife, Sherrell R. the receipt of which is hereby acknowledged, and for the remainder Twenty-One Thousand Four Hundred and No/100 ($21,400.00)----------Dollars, the said Thomas James Brotherton, Jr. and wife, Sherrell R. have executed their own joint promissory note of even date, herewith payable to the order of Larry J. Burge; Daniel T. Leech, and wife, Sara B. Leech; in the amount of $21,400.00, payable in consecutive monthly installments of $202.99 per month, said installments include interest at the rate of 9-3/4%, until paid in full, for a total of 240 payments. This conveyance is made subject to liens of record in Book 5168, Page 725, R.O.D.C., Tennessee, not assured by grantees, which grantors agree to pay in accordance with the terms thereof, which liens are included in and encompassed by vendors lien created herein. In the event grantors fail to pay said liens in accordance to the terms required, grantees may pay same and deduct any sums paid from monthly sums due on the monthly installment payments due on the vendor's lien herein.

Payments are due on the first of each month, payable by the 6th of each month, with a late payment charge of $15.00, on the 7th of the month. Larry J.Burge, Daniel T.Leech & wife, Sara B.Leech reserve the right to approve future buyer's financial responsibility.

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, we, Larry J. Burge, unmarried, and Daniel T. Leech and wife, Sara B. Leech have this day bargained and sold, and do hereby transfer and convey unto the said Thomas James Brotherton, Jr. and wife, Sherrell R. Brotherton, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LAND in Davidson County, Tennessee, described as follows:

TRACT I: Being part of Lot No. 102 in the Edgefield Land Company's First Subdivision of East Nashville, Tennessee, a plat of which subdivision is of record in Book 57, Page 130, Register's Office, Davidson County, Tennessee.

SAID part of Lot No. 102 fronts 50 feet on the West side of 17th Street and extends back between parallel lines along the South side of an alley, 50 feet to the West boundary line.

TRACT II: Being part of Lot No. 103 in the Edgefield Land Company's First Subdivision of East Nashville, Tennessee, a plan of which subdivision is of record in Book 57, page 130, Register's Office for Davidson County, Tennessee.

SAID part of Lot No. 103 is a retangular plot of ground lying in the Northeast corner of the said lot; the said rectangular plot fronts 25 feet on the South side of an alley; and runs back between parallel lines, along the West side of the plat of ground heretofore described as being a part of Lot No. 102 of said subdivision, 55 feet to the South boundary line.

BEING the same property conveyed to Larry J. Burge, unmarried; and Daniel T. Leech, and wife, Sara B. Leech; by deed from Lennis Rose Johnson and husband, L. Kenneth Johnson, of record in Book 5168, Page 725, Register's Office, Davidson County, Tennessee.

Burger's tax bills
Thomas James Brotherton Jr. etux
406 South 17th Street
Nashville, Tennessee

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 22,900.00
Affiant
SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 19th DAY OF Sept. 1978.
E. Harris
Deputy Register

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said_____ heirs and assigns forever_____ covenant that_____ 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 our heirs and representatives, to warrant and forever defend the title to said real estate to said Thomas James Brotherton, Jr. & wife, Sherrell R. Brotherton, our 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_____ in hand paid, we, the said Thomas James Brotherton, Jr. and wife, Sherrell R. Brotherton

do hereby transfer and convey unto Donald Gregory, 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 Thomas James Brotherton, Jr. and wife, Sherrell R._____ 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 $ 24,000.00 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 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 Thomas James Brotherton, Jr. & wife, Sherrell R. 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 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 Thomas James Brotherton, Jr., & wife, Sherrell R. Brotherton 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 Donald Gregory, 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 Larry J. Burge and Daniel T. Leech and wife, Sara B. Leech, and Thomas James Brotherton, Jr., & wife, Sherrell R. Brotherton, hereunto set our hands at Nashville, Tennessee, this the 24 day of August 1978

Larry J. Burge

Larry J. Burge

Daniel T. Leech

Daniel T. Leech

Sara B. Leech

Sara B. Leech

Thomas James Brotherton Jr.

Thomas James Brotherton, Jr.

Sherrell R. Brotherton

Sherrell R. Brotherton

Map-Parcel

23W - 16030
83-14-299

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Donald Gregory, a Notary Public in and for said County and State, the within named Larry J. Burge and Daniel T. Leech & wife, Sara B. Leech; and Thomas James Brotherton, Jr. and wife, Sherrell R. Brotherton,

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 24 day of August, 1978

My Commission Expires Feb. 15, 1981

Commission Expires

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
Davidson County

BOOK 5339 PAGE 422

Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____ with whom I am personally acquainted and who upon (his oath / their several oaths) acknowledged (himself / themselves) to be the _____ and _____ respectively of the _____ the within named bargainor, a corporation, and that (he / they) as such _____ and _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said _____ as such _____, and attesting the same by the said _____ as such _____

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

My commission expires _____

_____
Notary Public

E 89394

IDENTIF. REFERENCE

SEP 19 10 33 AM '78

FELIX Z. ROLLISON REGISTER
DAVIDSON COUNTY, TENN.

INSTALLMENT DEED

FROM

Larry J. Burge and Daniel T. Leech and wife, Sara B. Leech

TO

Thomas James Brotherton, Jr. and wife, Sherrell R. Brotherton

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

Prepared by:
Donald Gregory
Attorney at Law
1623 Parkway Towers
Nashville, Tennessee 37219
615/254-1857

YORLEY CO. NASHVILLE

SEP 19 78	CONV	22,900.00		
SEP 19 78	MORT'G	21,400.00		
SEP 19 78	S'TAX		B*	59.54
SEP 19 78	S'TAX		B*	19.40
SEP 19 78	PR'FEE		B*	.50
SEP 19 78	W'DEED		B*	8.00

* 87.44