THIS INSTRUMENT WAS PREPARED BY Milton W. Smith, Jr., ATTORNEY AT LAW,
320 GALLATIN ROAD,
MADISON, TENNESSEE 37115

Installment Deed

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ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
MYERS E. BROWN	Myers E. Brown	MAP 43
(NAME:) KEATON AVENUE	(NAME:) 212 Madison St.	PARCEL 10
(STREET ADDRESS OR ROUTE NUMBER) OLD HICKORY, TENNESSEE	(STREET ADDRESS) Madison, Tenn. 37115	4D 37950
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

5991 10/03 92.50 CHECK

FOR AND IN CONSIDERATION of the sum of TWENTY FIVE THOUSAND AND NO/100---------- ($25,000.00) ---------- *Dollars,*

of which FIVE THOUSAND AND NO/100---------- ($5,000.00) ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder TWENTY THOUSAND AND NO/100---------- ($20,000.00) ---------- *Dollars,*

the grantee hereinafter named ha S executed his promissory note of even date herewith payable to the grantors hereinafter named, in 60 monthly installments of $250.00 each, including principal and interest at the rate of 9% simple interest per annum, with the entire unpaid balance of both principal and interest being due five (5) years from date hereof.

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, We, B. E. WEST and wife, MATTIE T. WEST, hereinafter called the grantors,

have this day bargained and sold, and do hereby transfer and convey unto the said MYERS E. BROWN, HEREIN CALLED THE GRANTEE, HIS ~~successors~~ *heirs and assigns,*

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

Two Tracts of land lying in the 4th Civil District of Davidson County, Tennessee, being described according to a survey made by John R. Alley, dated November 6, 1964, as follows:

TRACT NO. 2:

BEGINNING at a point in the westerly margin of Keaton Avenue, said point being a common cornerwith property sold to Forrest E. Reeves and being the southeast corner of Tract No. 2 described herein; thence, leaving said margin of Keaton Avenue, South 49° 03' West 198.5 feet to a point; thence, North 47° 47' West 70 feet to a point; thence, North 46° 27' East 198 feet to a point located in the westerly margin of Keaton Avenue; thence with said margin of Keaton Avenue, South 47° 47' East 80 feet to the point of beginning.

TRACT NO. 4:

BEGINNING at an iron pin in the northwest corner of Tract No. I, said iron pin lying 200 feet from the western margin of Keaton Avenue; thence South 51° 51' West 599 feet along the southerly margin of the W. W. Gardner property, to an iron pin,

(CONTINUED)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 25,000.00

Subscribed and sworn to before me, this the 12 day of Sept., 1979

Affiant

My commission expires Nov. 12, 1980 (Affix Seal)

Notary Public

said iron pin lying in the northwest corner of Tract No. 4; thence South 39° 23' East 357 feet to an iron pin lying on the northerly margin of the Ernest Brown property; thence North 51° 51' East, 657.7 feet to an iron pin lying in the southwest corner of Tract No. 3; thence, North 47° 47' West 140 feet to a point, said point being the northwest corner of Tract No. 2; thence North 46° 27' East 198 feet to an iron pin lying in the western margin of Keaton Avenue; thence along said margin of Keaton Avenue North 47° 47' West 66.3 feet to an iron pin lying in the western margin of Keaton Avenue; thence, leaving said margin of Keaton Avenue, South 42° 28' West 197 feet to a point, said point lying in the southwest corner of Tract No. I; thence North 47° 47' West 173 feet to the point of beginning, containing 5.44 acres, more or less, according to the above mentioned survey made by John R. Alley.

Being part of the same property conveyed to B. E. WEST and wife, MATTIE T. WEST, by deed from GEORGE K. SMITH and wife, ADA SPIVEY SMITH of record in Book 1848, page 362, Register's Office for Davidson County, Tennessee.

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

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantee, his ..... ~~(successors)~~

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 said real estate to said* grantee, his ..... ~~heirs~~ *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 grantee ..... *hereinafter referred to as trustors, hereby transfer and convey unto* Harlan Dodson, III, ..., *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 $....., 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.

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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 1st *day of* October, *19* 79

F. 55628

IDENTIF. REFERENCE

OCT 3 9 00 AM '79

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TENN.

B. E. West
(B. E. West)

Mattie T. West
(Mattie T. West)

Myers E. Brown
(Myers E. Brown)

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* B. E. West and wife, Mattie T. West; and Myers E. Brown

the within named bargainor s, *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* 1st *day of* October, *19* 79.

Cynthia Davis *Notary Public*

Commission expires Dec. 12, 1980

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____ BOOK 5508 PAGE 609

FOR _____

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
10/03/79	CO	25000.00-	65.00	65.00
	MO	20000.00-	18.00	18.00
	CO TX		.50	.50
	MO TX		9.00	9.00
	PRFEE		CHECK	92.50-
5991A	10/03/79	BAL		.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F. 55628

IDENTIF. REFERENCE

OCT 3 9 00 AM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 716163