BOOK 5571 PAGE 521

BOOK 5550 PAGE 487

51 01703 R09:50- CHECK

INSTALLMENT DEED

For and in Consideration of the sum of Sixty Thousand ($60,000.00) Dollars,

of which Seventeen Thousand ($17,000.00) Dollars,

has been paid in cash by J. THOMAS BRYAN

the receipt of which is hereby acknowledged, and for the remainder

Forty-Three Thousand ($43,000.00) Dollars,

the said J. THOMAS BRYAN has

executed an Installment Note of even date herewith payable to William Randolph Tice in the principal amount of $43,000.00 with interest at the rate of ten (10%) percent per annum

~~and of said note 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, WILLIAM RANDOLPH TICE

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

J. THOMAS BRYAN, his heirs and assigns,

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

Lot No. 31 on the Map of B. N. Stammer Subdivision, as of record in Book 1424, Page 23, Register's Office for said County.

Said Lot No. 31 fronts 100 feet on the north side of Castleman Drive and runs back between parallel lines 250 feet to a dead line.

Being the same property devised to William Randolph Tice by Last Will & Testament of William David Tice as of record in Will Book 105, Page 205, R.O.D.C., Tennessee.

Edna Edwards Tice, wife of the above named Grantor, joins in this conveyance for the purpose of conveying any marital rights she might have in the above described property.

This is unimproved ( ) improved (X) property, known as 2240 Castleman Drive, Nashville, Tennessee
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

Re-Recd
BOOK5571 PAGE 522

BOOK5550 PAGE 488

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said J. THOMAS BRYAN, his 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 myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said J. THOMAS BRYAN, his 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 J. THOMAS BRYAN and wife, MARGARET F. BRYAN do hereby transfer and convey unto THOMAS W. SCHLATER, 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 J. THOMAS BRYAN and wife, MARGARET F. BRYAN 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 $43,000.00 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 J. THOMAS BRYAN and wife, MARGARET F. BRYAN 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 J. THOMAS BRYAN and wife, MARGARET F. BRYAN, their representatives or assigns.

BOOK 5571 PAGE 523

BOOK 5550 PAGE 489

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 THOMAS W. SCHLATER, 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 WILLIAM RANDOLPH TICE and wife, EDNA EDWARDS TICE and J. THOMAS BRYAN and wife, MARGARET F. BRYAN hereunto set our hands at Nashville, Tennessee, this the 2nd day of January, 1980

William Randolph Tice
WILLIAM RANDOLPH TICE

Edna Edwards Tice E.E.T.
EDNA EDWARDS TICE

J. Thomas Bryan JTB.
J. THOMAS BRYAN

Margaret F. Bryan MFB.
MARGARET F. BRYAN

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Delda R. Johnson, a Notary Public in and for said County and State, the within named WILLIAM RANDOLPH TICE and wife, EDNA EDWARDS TICE

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 2nd day of January, 1980

Commission Expires July 18, 1982

Delda R. Johnson, Notary Public.

STATE OF TENNESSEE
DAVIDSON **County.**

Personally appeared before me, Delda R. Johnson, a Notary Public in and for said County and State, the within named J. THOMAS BRYAN and wife, MARGARET F. BRYAN

the bargainor, 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 this 2nd day of January, 1980

Commission Expires July 18, 1982

Delda R. Johnson, Notary Public.

Re-Recorded F 78430 BOOK 5550 PAGE 490

STATE OF TENNESSEE
COUNTY OF DAVIDSON Re-Record BOOK 5571 PAGE 524

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 purposes 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)

IDENTIF. REFERENCE

FEB 28 3 55 PM '80

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Nelda R. Johnson, a Notary Public of the State and County aforesaid, personally appeared William Randolph Tice, Edna Edwards Tice, J. Thomas Bryan and Margaret F. Bryan, with whom I am personally acquainted, and who, upon oath, acknowledged that they executed the foregoing instrument for the purpose of correcting the date of the document by initialing by each of their signatures.

Witness my hand and seal, at office in Nashville, Tennessee, this 27th day of February, 1980.

Nelda R. Johnson
Notary Public

My Commission Expires: July 18, 1982

F 70528

IDENTIF. REFERENCE

JAN 3 11 55 AM '80

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

INSTALLMENT DEED

FROM WILLIAM RANDOLPH TICE

TO J. THOMAS BRYAN

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
J. THOMAS BRYAN (NAME)	SAME (NAME)	131-1-74
316 22nd Avenue North (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	07DA 44585
Nashville, TN. 37203 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY MAIL:

Thomas W. Schlater
Attorney at Law
24th Floor, L & C Tower
Nashville, TN. 37219

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 60,000.00 William R. Tice
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 2nd DAY OF January, 19 80

Nelda R. Johnson
Notary Public

MY COMMISSION EXPIRES: July 18, 1982

(AFFIX SEAL)