JOB/cjf
5/16/80

Address New Owner(s) As Follows:	Send Tax Bills To:	Map-Parcel Nos:
Russell W. Brothers,Jr.	Russell W. Brothers,Jr.	104-6-23 KS
Donald T. Brothers (name)	Donald T. Brothers (name)	
3322 West End Avenue (st. add. or rt. no.)	3322 West End Avenue (street address)	BOOK 5604 PAGE 496
Nashville,Tenn. 39203 (city) (P.O.Zone) (State)	Nashville,Tenn. 39203 (city) (zone) (state)	

INSTALLMENT DEED

FOR AND IN CONSIDERATION OF the sum of One Hundred Thousand ($100,000.00) DOLLARS to evidence which Grantees have executed their Promissory Note of even date herewith bearing interest at the rate of twelve percent (12%) per annum, payable in one hundred eighty (180) equal monthly installments of $1,200.17 each (which installments include interest) commencing June 15, 1980 and continuing on the 15th day of each month until fully paid, and providing for payment of attorney's fees, and to secure all of which indebtedness and obligations evidenced by said note a lien is expressly retained on the land herein conveyed, the undersigned, Russell W. Brothers Company, a Tennessee corporation (which is the same party as Russell W. Brothers Company Incorporated and the same party as Russell W. Brothers Company, Inc.) acting through its duly authorized officer has bargained and sold and by these presents does transfer and convey unto Russell W. Brothers, Jr. and Donald T. Brothers as tenants in common with each owning a one-half undivided interest, their respective heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee described as follows, to-wit:

> Being part of Lot No. 4 in the West End Land Company's Plan of West End Park, as of record in Book 161, page 47, Register's Office for said County, described as follows: BEGINNING at the southeast corner of Lot No. 5 on said plan and the southwest corner of Lot No. 4 and in the northerly margin of what is known as Park Street; thence north 36° 45' east, with the west line of Lot No. 4, 205.8 feet to the southwest corner of the lot conveyed by Paul Roberts and wife to R. P. Crockett by deed of record in Book 356, page 393, said Register's Office; thence with the southerly line of said lot, south 53° 15' east 280 feet, more or less, to the northerly margin of Park Street; thence with the same westwardly 339 feet, more or less, to the point of beginning.

Being the same property conveyed to Russell W. Brothers Company by deed from Tillie Rosenberg dated August 3, 1967 of record in Book 4158, page 686, RODC, Tennessee.

There is also conveyed to Grantees hereby all right, title and interest of every kind which Grantor has, or is entitled to enjoy, in and to the roads, parks, and ornamental strips within the subdivision in which the above-described parcel of land is located.

There is also transferred and assigned to Grantees all of Grantor's interest in a certain lease originally made to Shenanigan's Inc. by Grantor and in a certain sub-lease from Shenanigan's Inc. to Ruby Tuesday, Inc. (Book 5380, page 281 and 293 RODC) and Grantees agree to assume the rights and obligations of Lessor under said original lease, the original Lessee Shenanigan's Inc. and the sub-lessee having agreed to waive the purchase refusal option contained in paragraph 24 of said original lease, to permit the sale of the property to Grantees herein.

This is improved property known as 3324 West End Avenue, Nashville 37203.

TO HAVE AND TO HOLD the above-described property and rights with the appurtenances, estate, title and interest thereto belonging to the said Russell W. Brothers, Jr. and Donald T. Brothers as equal tenants in common, their heirs and assigns forever.

And Grantor does covenant with the said Russell W. Brothers, Jr. and Donald T. Brothers that Grantor is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and same is unencumbered except:

1. Lien of 1980 taxes which have been prorated and are assumed by the purchaser.

2. Restrictive covenants of record in deed of record in Book 168, page 340 as amended by deed of record in Book 341, page 593, RODC, Tennessee, to the extent, if any, that same remain applicable to the conveyed property.

3. Lien retained in deed from Tillie Rosenberg to Russell W. Brothers Company of record in Book 4158, page 686,RODC, Tennessee.

4. Deed of Trust from Russell W. Brothers Company Inc. to R. E. Myers Trustee of record in Book 3738, page 151, RODC, Tennessee securing certain indebtedness to Third National Bank in Nashville, agent.

5. Deed of Trust from Russell W. Brothers Company Inc. to Paul R. White Trustee of record in Book 5502, page 798 (amended by deed of correction in Book 5525, page 195) RODC, Tennessee securing certain indebtedness to Third National Bank in Nashville.

None of the liens of the aforesaid encumbrances are assumed by the Grantees, and Grantor is to pay or discharge all indebtedness secured by said liens.

And the Grantor Russell W. Brothers Company does further covenant and bind itself, its successors and assigns to warrant and forever defend the title to said land (and to discharge the aforesaid liens thereon) to the said Russell W. Brothers, Jr. and Donald T. Brothers, their heirs and assigns against the lawful claims of all persons whomsoever.

AND NOW, for the purpose of better and more effectually securing the payment of said lien note, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said note, as it matures, 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 J. O. Bass 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 $ until the note 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 and holder of said note, 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 note, 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 note afore-

said when due, according to its 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 said note 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 note for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said note, 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 note, then past due and unpaid, all remaining unpaid sums 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 said note, 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 sums 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 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, Russell W. Brothers Company has caused this instrument to be executed in its corporate name by its duly authorized officer and Grantees have hereunto set their hands this 30th day of May, 1980.

RUSSELL W. BROTHERS COMPANY
(the same party as Russell W. Brothers Company Incorporated and Russell W. Brothers Company Inc.)

By _____
Chairman of Board

_____
Russell W. Brothers, Jr.

_____
Donald T. Brothers

STATE OF TENNESSEE

COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $100,000.00.

Russell W. Brothers, Jr.

Subscribed and sworn to before me, this the 27th day of May, 1980.

Notary Public

My Commission expires

My Commission Expires Aug 12, 1981

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Diane Dearing, a Notary Public in and for said County and State, the within named Russell W. Brothers, Jr. and Donald T. Brothers 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, this 27th day of May, 1980.

Notary Public

My Commission expires

My Commission Expires Aug 12, 1981

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STATE OF TENNESSEE

COUNTY OF DAVIDSON

Before me, Irene Newby, a Notary Public of the State and County aforesaid, personally appeared Russell Brothers, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be Chairman of Board of the Russell W. Brothers Company, the within named bargainor, a corporation, and that he as such Chairman of Board, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Chairman of Board.

Witness my hand and seal, at office in Nashville, Tennessee, this 20th day of May, 1980.

Irene Newby
Notary Public

My Commission expires

My Commission Expires Aug 29 1982

This instrument was prepared by:

BASS, BERRY & SIMS, First American Center, Nashville, Tennessee.

RECEIVED
MAY 21 4 06 PM '80
REGISTER'S OFFICE
DAVIDSON COUNTY, TENN.

IDENTIF. REFERENCE

F 90328

05/21 379.50- CHECK

220

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 5604 PAGE 503

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

100000.00- CO
100000.00- MO
260.00 CO TX
96.00 MO TX
.50 PRFEE
21.00 WDELD
CHECK 379.50-
0220A05/21/80 REL .0

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F 90326

IDENTIF. REFERENCE

MAY 21 4 06 PM '80

REGISTER

No. 758860