INSTALLMENT DEED 10- CHECK

For and in Consideration of the sum of Twenty Four Thousand---------- (24,000.00)----------Dollars, of which Four Thousand Eight Hundred and NO/100--($4,800.00)---------Dollars, has been paid in cash by Henry C. Bryant, the receipt of which is hereby acknowledged, and for the remainder Nineteen Thousand Two Hundred and No/100 ($19,200.00)----------Dollars, the said Henry C. Bryant----------has executed and delivered his one certain Promissory Note of even date herewith, payable to the order of T. H. Womack, Jr., said note bearing interest from date at the rate of Ten (10%) per cent per annum, and being payable in 96 equal monthly installments of Two Hundred Ninety One and 35/100 ($291.35) Dollars per month, which installments include principal and interest from date at the rate of 10% per annum, the first of said installments being due and payable on the 1st day of July, 1980, and a like sum being due and payable on the 1st day of each month thereafter until the said note, principal and interest, is fully paid. Said installments will be first credited to accrued intrest monthly on the unpaid principal balance and the remainder credited to principal,

all of said notes bearing ~~six~~ Ten 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, T. H. Womack, Jr., and wife, Marie B. Womack,

have this day bargained and sold, and do hereby transfer and convey unto the said Henry C. Bryant, his----------heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being part of Lot No. 30 on the plan of John Nelson's Addition, as of record in Book 2, page 182, Register's Office for said County, and part of Lot No. 10 on the plan of James W. Hamilton's Subdivision of lots Nos. 31, 32, etc. in said Nelson's Addition as of record in Plan Book 1, page 101, Chancery Court at Nashville, described together as follows:

Beginning at the Northwest corner of Second Avenue South, formerly Market Street and Hart Street, formerly Tutwiler Avenue, thence with the westerly margin of Second Avenue South, Northwardly 96ft., more or less, to the Southeast corner of the property conveyed to Clarence Taylor and wife, by deed from J. U. G. Rich and wife, of record in Book 742, page 277, said Register's Office; thence with said Taylor's southerly line, westwardly 127ft., more or less, to the easterly margin of an alley; thence with said alley, southwardly 12ft., more or less, to the northerly margin of Hart Street; thence with said street, eastwardly 151ft., more or less, to the beginning.

Being the same property conveyed to T. H. Womack, Jr., by deed from James B. Evans and wife, Mary Jones R. Evans of record in Book 2011, page 188, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to all applicable Zoning Restrictions and Regulations.

This is unimproved ( ) improved (X) property, known as 1267 -1269 Second Avenue South, Nashville, Tn
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Henry C. Bryant, his 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 except by 1980 taxes which have been pro-rated between the parties and assumed by grantee.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Henry C. Bryant, 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 me in hand paid, I, the said Henry C. Bryant,

do hereby transfer and convey unto Richard Marshall, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

I, the said Henry C. Bryant,

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 value 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. or to T. H. Womack, Jr.

I 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 I 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 I, the said Henry C. Bryant, 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 I 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; I 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. I 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. I 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 Henry C. Bryant, his 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 Richard Marshall, 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 T. H. Womack, Jr., and wife, Marie B. Womack and Henry C. Bryant hereunto set our hands at Nashville, Tennessee, this the 26th day of May 1980

T. H. Womack Jr.

Marie B. Womack

Henry C Bryant

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Pamela S. Lambert, a Notary Public in and for said County and State, the within named T. H. Womack, Jr., and wife, Marie B. Womack, and Henry C. Bryant,

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 26th day of May, 1980

Pamela S. Lambert, Notary Public.

Commission Expires Jan 22, 1984

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 }
COUNTY OF DAVIDSON }

BOOK 5605 PAGE 876

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 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 _____

(over for additional acknowledgements)

INSTALLMENT DEED

FROM T. H. WOMACK, JR., ET UX

TO HENRY C. BRYANT

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

F 90872

IDENTIF. REFERENCE

MAY 27 11 14 AM '80

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

RICHARD MARSHALL, ATTORNEY

File

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Henry C. Bryant (NAME)	Henry C. Bryant (NAME)	105-3
701 Troy Dr., (STREET ADDRESS OR ROUTE NUMBER)	701 Troy Drive, (STREET ADDRESS)	275
Nashville.Tn.37204 (CITY) (STATE) (P. O. ZIP)	Nashville,Tn. 37204 (CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY
Richard Marshall, Attorney
Nashville, Tenn.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 24,000.00 Henry C Bryant
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 26th DAY OF May 1980

Pamela S. Tankersley
Notary Public

MY COMMISSION EXPIRES: Jan. 22, 1984

(AFFIX SEAL)

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 5605 PAGE 877

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
			24000.00- CO	
			19200.00- MO	
			62.40 CO TX	
			17.20 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK	92.10-
0950AU5/27/80 CAL				.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F 90872

IDENTIF. REFERENCE

MAY 27 11 14 AM '80

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

No. 759566