BOOK 5762 PAGE 639

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD- 4

FROM

Alexander C. Brown and wife,

Carrie A. Brown

TO

Larry Morrison Vaden

For draftsman's use

This Instrument Was Prepared By
DENNEY, LACKEY & CHERNAU
218 Third Avenue North
Nashville, Tennessee 37201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Larry Morrison Vaden (NAME)	Larry Morrison Vaden (NAME)	Map 95
2525 Elm Hill Road (STREET ADDRESS OR ROUTE NUMBER)	242 Graylynn Drive (STREET ADDRESS)	Parcel 35
Nashville, Tennessee (CITY) (STATE) (P. O. ZIP)	Nashville, TN 37214 (CITY) (STATE) (ZIP)	3DZ-72725

(FOR REGISTER'S USE)

T
IDENTIF. REFERENCE
JUN 26 2 37 PM '81
FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TENN.

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STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 79,800.00 Larry M. Vaden
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 25th DAY OF June, A. D. 19 81.

Notary Public

MY COMMISSION EXPIRES: 10-17-82

(AFFIX SEAL)

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

FOR AND IN CONSIDERATION OF the sum of Seventy Nine Thousand Eight Hundred and no/100ths ($79,800.00) DOLLARS

of which $ 20,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantee has executed his promissory note of even date herewith in the amount of $59,800.00, payable to the order of Alexander C. Brown in 84 monthly installments of $1,087.89 each, which includes both principal and interest at the rate of 13% per annum on the unpaid principal balance, the first installment falling due on the 1st day of August, 1981, and one payment due on the 1st day of each month hereafter until paid in full, with payments being delinquent on the 10th day of each month and the borrower shall pay to the Note holder a late charge of five (5) percent ($54.39) of any monthly installment not received by the Note holder within ten (10) days after the installment is due,

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

Alexander C. Brown and wife, Carrie A. Brown

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

Larry Morrison Vaden and wife, Frances M. Vaden

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in the 3rd Civil District of Davidson County, Tennessee, being designated as Tract No. 1 on a Subdivision Plan of the Robert H. Rollins, Sr. Property, as surveyed December 11, 1954, by Robert H. Meade, Surveyor, and described as follows:

Beginning at a point on the southerly margin of Elm Hill Pike, North 85° 30' West 280.6 feet from the westerly margin of a 19 foot private driveway shown on said survey, being a corner of Tracts 1 and 2; thence with the line between Tracts 1 and 2, South 2° 31' West 560 feet to an iron pin; thence North 85° 30' West 125 feet to an iron pin in a fence line; thence with said fence line, and with the east line of the Farris property, North 2° 31' East 560 feet to a point at a post on the southerly margin of Elm Hill Pike; thence with the margin of Elm Hill Pike, South 85° 30' East 125 feet to the beginning.

INCLUDED BUT EXCLUDED in the above described property is the property conveyed to Metropolitan Government of Nashville and Davidson County, Tennessee of record in Book 4953, page 813, said Register's Office, described as follows: Being a part of Tract 1 on a Subdivision Plan of the Robert H. Rollins, Sr. property, described as follows: Beginning at a point on the present southerly margin of Elm Hill Pike where the property line between J. R. Freeman, Trustee, of record in Book 4294, page 644, and A. C. Brown, et ux, of record in Book 2340, page 93, said Register's Office, intersects said margin of said pike; thence South 5° 10' West 40.00 feet along said property line to a point; thence South 83° 32' East 125.00 feet along the new relocated southerly margin of Elm Hill Pike, the same being parallel to and 40 feet from the new relocated centerline of said Pike to a point; thence North 4° 43' East 40.00 feet along the property line between A. C. Brown, et ux, as of record in Book 2340, page 93, and J. C. Palmore, et ux, in *see other side

This is unimproved ( ) improved (X) property, known as 2525 Elm Hill Road, Nashville, Tennessee
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their 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 the said real estate to said grantees, their 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 us in hand paid, we, the said grantors herein do hereby transfer and convey unto and wife, William L. Rosenberg 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 $ 59,800.00 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 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 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 grantees, 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 expresly 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 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 advise 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 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 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 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, we, the said grantors and grantees, have hereunto set our hands this the 25th day of June 19 81.

Alexander C. Brown
Alexander C. Brown

Carrie A. Brown
Carrie A. Brown

Frances M. Vaden
Frances M. Vaden

Larry Morrison Vaden
Larry Morrison Vaden

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Dorothy J. Murphree, a Notary Public in and for said County and State, the within named Alexander C. Brown and wife, Carrie A. Brown and Larry Morrison Vaden and wife, Frances M. Vaden 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 25th day of June, 19 81.

Dorothy J. Murphree, Notary Public.

Commission expires 10-17-82

* Book 2345, page 430, said Register's Office, to a point; thence North 83° 32' West 125.00 feet along the present Southerly margin of Elm Hill Pike to the beginning and containing 5,000 square feet.
Being part of the same property conveyed to Alexander C. Brown and wife, Carrie A. Brown by deed from Robert H. Rollins, Sr. and wife, Frances P. Rollins of record in Book 2340, page 93, Register's Office for Davidson County, Tennessee.

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF BOOK 5762 PAGE 641

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
			75000.00- CO	
			59000.00- MO	
			207.43 CO TX	
			67.30 MO TX	
			.50 PRFEE	
			6.00 MORG	
			CHECK	271.73-
			3657A06/20/61 BAL-	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

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IDENTIF. REFERENCE

JUN 26 2 37 PM '81

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

No. 829681