FILE BOX 4

BOOK 5789 PAGE 45

This form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD - 4

FROM

ROBERT B. JOHNSON, JR. and wife,
DENISE B. JOHNSON

TO

MARILYN E. BRADDOCK

For draftsman's use

THIS INSTRUMENT PREPARED BY:
FOLEY & WEISS, ATTORNEYS
1208 Fidelity Federal Building
Nashville, Tennessee 37219

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
MARILYN E. BRADDOCK (NAME)	MERCANTILE MORTGAGE COMPANY (NAME)	50-14-79
3234 Doverside Drive (STREET ADDRESS OR ROUTE NUMBER)	P. O. Box 14569 (STREET ADDRESS)	12DZ-34070
Nashville, Tennessee 37207 (CITY) (STATE) (P. O. ZIP)	St. Louis, Missouri 63178 (CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

IDENTIF. REFERENCE

AUG 28 4 02 PM '81

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

G57804

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 50,832.24 Marilyn E. Braddock
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 28th DAY OF August 19 81

Notary Public

MY COMMISSION EXPIRES: 4/22/84

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of FIFTY THOUSAND EIGHT HUNDRED THIRTY TWO and 24/100 ($50,832.24) DOLLARS

of which $ 5,600.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees has assumed and agreed to pay the unpaid principal balance in the sum of $ 42,832.24 owing upon a certain indebtedness executed by the Grantors herein to Mercantile Mortgage Company and secured by a deed of trust of record in Book 5513, page 986, Register's Office for Davidson County, Tennessee; and for the remaining $2,400.00 has executed her promissory note of even date herewith payable to the order of the Grantors herein in 36 monthly installments of $79.71 each, including interest at the rate of 12% per annum, beginning October 1, 1981 and a like sum monthly thereafter with the final payment, if not sooner paid being due and payable on the 1st day of September, 1984. Payments to be credited first to the payment of interest on the unpaid principal balance as shall from time to time remain unpaid, remainder to principal.

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,

we, ROBERT B. JOHNSON, JR. and wife, DENISE B. JOHNSON,

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

MARILYN E. BRADDOCK, a single person,

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

Being Lot No. 674 on the Plan of Parkwood Estates, Section Four, as of record in Book 3300, pages 79 and 80, Register's Office for said County.

Said Lot No. 674 fronts 77.5 feet on the southerly margin of Doverside Drive and extends back between lines, 150 feet to a dead line in the rear, measuring 70.7 feet thereon.

Being the same property conveyed to Robert B. Johnson, Jr. and wife, Denise B. Johnson, by deed from William D. Bates and wife, Ethel Bates, of record in Book 5513, page 983, said Register's Office.

This conveyance is subject to restrictive covenants of record in Book 3434, page 270, amended in Book 3616, page 269, and Book 3702, page 519, said Register's Office.

The plan of record in Book 3300, pages 79 and 80, said Register's Office, shows an Owner's Certificate and a 30-foot minimum building setback line from Doverside Drive.

This is improved (X) unimproved ( ) property, known as 3234 (House Number) Doverside Drive (Street), Nashville (P. O. Address: City or Town), Tennessee 37207 (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 seised 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 grantees herein do hereby transfer and convey unto Peter Weiss 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 $ 45,000.00 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 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 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 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 28th day of August 19 81

ROBERT B. JOHNSON, JR.

DENISE B. JOHNSON

BY: ROBERT B. JOHNSON, JR., ATTORNEY IN FACT

MARILYN E. BRADDOCK

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Robert B. Johnson, Jr. and Marilyn E. Braddock

the 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 28th day of August, 19 81

, Notary Public

Commission expires 4/22/84

State of Tennessee
County of Davidson

On this 28th day of August, 1981, before me personally appeared Robert B. Johnson, Jr., to me known to be the person who executed the foregoing instrument in behalf of Denise B. Johnson, and acknowledged that he executed the same as the free act and deed of said Denise B. Johnson.

Witness my hand and official seal at office at Nashville, Tennessee on this the 28th day of August, 1981.

My Commission Expires: 4/22/84

Notary Public

08/28 138.99- CHECK

5422

OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 5789 PAGE 47

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

50838.24- CO
2400.00- MO
132.08 CO TX
.40 MO TX
.50 PRFEE
6.00 WDEED
CHECK 138.98-
5422A08/28/81 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

057804

IDENTIF. REFERENCE

AUG 28 4 02 PM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 841019