Installment Deed

THIS INSTRUMENT WAS PREPARED BY FRANK M. NEWMAN, ATTORNEY, DONELSON, TN

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mr. & Mrs. Robert L. Brawley	Mrs. Joan M. Scudder	Map 60-16
(NAME:)	(NAME:)	
2803 Jones Avenue	205 Appletree Road	Par 155
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, TN 37207	Goodlettsville, TN 37072	12DZ 02590
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

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FOR AND IN CONSIDERATION of the sum of $25,000.00

Twenty-five Thousand and no/100---------- *Dollars,*

of which $9,400.00

Nine Thousand Four Hundred and no/100---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder $15,600.00

Fifteen Thousand Six Hundred and no/100---------- *Dollars,*

we, Robert Lee Brawley and wife, Barbara W. Brawley

*ha*ve *executed*

our joint promissory note in the original principal sum of Twenty-six Thousand Five Hundred Twenty and no/100 Dollars ($26,520.00) payable to the order of Joan Martin Scudder in 120 monthly installments of Two Hundred Twenty-one and no/100 Dollars ($221.00) each, beginning on the 1st day of June, 1981 and a like amount on the same day of each succeeding month until paid in full. Interest at the rate of 7% per anum has been calculated and added to the face amount of this note, and additional interest at the rate of 7% per anum shall be due and owing after maturity of any installment

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

we, JOAN MARTIN SCUDDER and husband, BILLY F. SCUDDER

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

ROBERT LEE BRAWLEY and wife, BARBARA W. BRAWLEY, their

(successors), heirs and assigns,

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

Land in Davidson County, Tennessee being a part of Lots No. 3 and 4 on the Plan of Joywood Heights, Section 3, not of record, and described as follows:

Beginning at a point in the East right-of-way of Jones Avenue, said point being 50 feet north of the center of Bullock Avenue, and thence with Jones Avenue N. 9° 38' E, 202 feet; thence leaving the East line of Jones Avenue, S. 81° 30' E., 300 feet; thence northerly 75 feet; thence S. 81° 30' E., 306.2 feet; thence S. 4° 04' 18" W., 5.29 feet to a point in the West line of Shepardwood Subdivision, Section I, as of record in Plat Book 4350, page 118 in the Register's Office for said County; thence along the said line of said subdivision S. 3° 01' 57" W., 297.71 feet to a point in the North line of Bullock Avenue; thence along the north line of Bullock Avenue N. 80° 21' 02" W., 613.6 feet to the beginning of a curve with a 25 foot radius; thence along the curve on the right of way line of Bullock and Jones Avenues, 39.27 feet to the beginning, containing 3.78 acres, more or less.

Being part of the same property conveyed to Seldon T. Martin and wife, Freddie Frazier Martin by deed of record in Book 1764, page 499, Register's office for said county, said Seldon T. Martin and said Freddie Frazier

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS
$ 25,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS
THE 28th DAY OF Dec 1981

4673 12/28 81 [illegible] BOOK

Martin having died, said Seldon T. Martin having predeceased said Freddie Frazier Martin and she having since devised said property to her only surviving child, Joan Martin Scudder by her Will of record in Will Book 108, page 8, in the Probate Clerk's Office for Davidson County, Tennessee.

unimproved ( )
This is improved (X) property, known as 2803 Jones Avenue Nashville, TN 37207
(House Number) (Street) P. O. Address: (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Robert Lee Brawley and wife, Barbara W. Brawley, their

(successors), heirs and assigns forever. we do *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 for a first mortgage on said property of record in Book 4913, page 81, RODC, Tennessee the obligation to pay which is not assumed by the grantees but said obligation is retained by the grantors.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Robert Lee Brawley and wife, Barbara W. Brawley, their *(successors), 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 indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Robert Lee Brawley and wife, Barbara W. Brawley *hereinafter referred to as trustors, hereby transfer and convey unto* Frank M. Newman, *Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:*

Trustors 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 the sum of $ 15,000.00, *or at least the maximum insurable value, until the indebtedness 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 or holder of said indebtedness as his interest may appear.*

Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and

expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustors upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums, with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, 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 indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof, 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. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed 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 indebtedness 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 trustors, their order, 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 indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, 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 above named trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 26th *day of* September, *19* 81

Joan Martin Scudder
Joan Martin Scudder

Billy F. Scudder
Billy F. Scudder

Robert Lee Brawley
Robert Lee Brawley

Barbara W. Brawley
Barbara W. Brawley

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned *a Notary Public in and for said County and State,* Joan Martin Scudder and husband, Billy F. Scudder and Robert Lee Brawley and wife, Barbara W. Brawley

*the within named bargainor*s, *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 Nashville *Tennessee, this* 26th *day of* September, *19* 81

LEE S. RILEY NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Lee S. Riley
Notary Public

Commission expires April 17, 1983

STATE OF.....
COUNTY OF.....

Personally appeared before me, ..., *a Notary Public in and for said County and State,* .....

.....

the within named 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 }

Before me, ..., *a Notary Public of the State and County aforesaid, personally appeared*.....,
with whom I am 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 corporatoin by .....*self as*.....

Witness my hand and seal, at office in.....,
this.....*day of*....., *19*.....

.....*Notary Public*

Commission expires.....

INSTALLMENT DEED

FROM

JOAN MARTIN SCUDDER ET VIR

TO

ROBERT LEE BRAWLEY ET UX

3 7 3 2 6 1

IDENTIF. REFERENCE

DEC 28 12 47 PM '81

FEE $ ..... REGISTER
DAVIDSON COUNTY, TENN.

Compliments of
Guaranty Title Company
A Division of
Kansas City Title Insurance Company
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

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RECEIVED OF _____

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
			25000.00- CO	
			15600.00- MO	
			65.00 CO TX	
			13.60 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK	91.10-
4673A	12/28/81		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

3732611

IDENTIF. REFERENCE

DEC 28 12 47 PM '81

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

No. 859522