This Form furnished by Attorneys Title Company, Inc. **INSTALLMENT DEED** Form No. WD- 4

FROM

Neill S. Brown

TO

Lyndal Roberts and Margaret Roberts
Roberts Realty Company
6th Floor, Stahlman Building
Nashville, Tennessee 37201

For draftsman's use

Deed prepared by:
Neill S. Brown, Attorney
2300 21st Avenue, South
Nashville, Tn 37212
385-2750

BOOK 6076 PAGE 421

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Lyndal Roberts & Margaret Roberts (NAME)	(NAME)	
6th Floor, Stahlman Bldg. (STREET ADDRESS OR ROUTE NUMBER)	same (STREET ADDRESS)	92-16-127
Nashville, Tn 37201 (CITY) (STATE) (ZIP OR P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

H 5 4 2 8 3

IDENTIF. REFERENCE

JUN 15 3 29 PM '83

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 94,000.00 Margaret Roberts
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 15th DAY OF June 1983.

Jo Ann Stanton
Notary Public

MY COMMISSION EXPIRES: April 19, 1987
(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Ninety-four thousand and no/100 DOLLARS

of which $ 4000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed a single promissory note of even date herewith, in the amount of ninety thousand and no/100 dollars ($90,000.00) whereby they promise to pay Grantor, his heirs and assigns, monthly payments of $817.83 including interest on the unpaid balance at 10% per annum. The first such monthly payment shall be made on July 1, 1983, and similar monthly payments shall be due and payable on the first of each month thereafter for a period of five years from July 1, 1983, when the entire unpaid principal balance of the note amounting to approximately eighty-four thousand seven hundred forty-seven and 43/100 dollars $84,747.43) , with accruing interest, shall become due and payable.

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,

Neill S. Brown

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

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

Land in Davidson County, Tennessee, being part of Lot No. 146 on the plan of the Boyd Home Tract, as of record in Book 21, page 39, R.O.D.C.

Beginning on the northerly margin of Broadway, formerly Broad Street, at the southeast corner of the property conveyed to George L. Knight by deed from the First National Bank, of record in Book 328, page 572, said Register's Office, said point being 62 1/2 feet east of the easterly margin of Lyle Avenue; thence with the northerly margin of Broadway, eastwardly 64 feet, more or less, to the southwest corner of the property conveyed to Anna R. Foutch by deed from Sigma Nu Chapter House Assoc., of record in Book 1258, page 617, said Register's office; thence with the westerly line of said Foutch property, northwardly 140 feet to the southerly margin of an alley; thence with said alley, westwardly 62 1/2 feet, more or less, to the northeast corner of said Knight property; thence with the easterly line of said Knight property, southwardly 145 feet, more or less, to the beginning.

Being the same property conveyed to Neill S. Brown, by deed from Charles B. O'Mera and wife, Bert K. O'Mera and Elise O'Mera Dunn and husband, D.D. Dunn of record in Book 1471, page 61, Register's office for Davidson County.

This is unimproved ( ) improved ( ) property, known as 1906 Broadway (House Number) (Street) Nashville, Tennessee (P. O. Address: City or Town) (Postal Zone)

Grantor certifies that said land is not the usual place of residence of himself or his wife. Grantor shall not demolish the improvements on the property during terms of mortgage without written approval of Grantor.

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 grantees herein do hereby transfer and convey unto James V. Barr, III 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 $ full value improvements 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 herein, 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:

BOOK 6076 PAGE 422

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 15th day of June 19 83

Neill S. Brown

Lyndal Roberts

Margaret Roberts

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Jan Miles, a Notary Public in and for said County and State, the within named Neill S. Brown

the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Davidson County, Tennessee, this 14th day of June, 1983.

Jan R. Miles, Notary Public.

Commission expires 4/22/86

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 Lyndal Roberts and wife, Margaret Roberts

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 15th day of June, 19 83.

Jo Ann Smith, Notary Public

Commission Expires April 19, 1987

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF_____

FOR_____

BOOK 6076 PAGE 423

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
			94000.00- CO	
			90000.00- MO	
			244.40 CO TX	
			86.00 MO TX	
			.50 PRFEE	
			6.00 WDEED	
			CHECK 340.90-	
5284	A	06/15/83	BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

RECEIVED FOR IDENTIF. REFERENCE
JUN 15 3 29 PM '83
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 956554