INSTALLMENT DEED

Address New Owners:	Send Tax Bills to:	Map-Parcel Nos.
Thomas M. Brooks and wife Danna E. Brooks 1101 Chateau Lane Nashville, TN 37215	Same	144/7/20

STATE OF TENNESSEE
COUNTY OF Williamson

I hereby swear or affirm that the actual consideration or true value of this transfer, whichever is greater, is $190,000.00.

Thomas M. Brooks
Affiant

Subscribed and sworn to before me this 24th day of June, 1985.

Notary Public
My Commission Expires: 11.5.88

This Instrument Prepared By:
GORDON & BOTTORFF, P.C.
Attorneys at Law
Maryland Manor
5201 Maryland Way
Brentwood, Tennessee 37027
(615) 373-4242

Mail

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FOR AND IN CONSIDERATION of the sum of ONE HUNDRED NINETY THOUSAND AND NO/100 DOLLARS ($190,000.00), of such sum ONE HUNDRED FORTY THOUSAND AND 00/100 DOLLARS ($140,000.00) having been paid in cash with the execution of this Installment Deed, the receipt of which is hereby acknowledged; the remaining balance of FIFTY THOUSAND AND 00/100 DOLLARS ($50,000.00) being the subject of a promissory note of even date herewith executed by THOMAS M. BROOKS and wife DANNA E. BROOKS, the Grantees herein, and payable to the order of BETTY CHILTON GUPTON, the Grantor herein, said note being due and payable pursuant to the terms and conditions set forth therein, and to secure the payment of said note, principal, interest and attorney's fees as set forth therein, a vendor's lien is expressly retained by the Grantor on the property herein conveyed, I, BETTY CHILTON GUPTON, have this day bargained, sold, transferred and conveyed unto the said THOMAS M. BROOKS and wife DANNA E. BROOKS, their successors, heirs and assigns, certain real estate in Davidson County, Tennessee, more specifically described as follows, to-wit:

Being Lot No. 18, Section III, Chickering Park as of record in Book 2263, pages 90 and 91, Register's Office, Davidson County, Tennessee. Said Lot No. 18 fronts 177.26 feet on the southeasterly side of Chateau Lane and extends back 293.9 feet on the northerly line and 536.4 feet on the southerly line, to a dead line in the rear on which it measures 341.6 feet.

Being the same property conveyed to William E. Gupton, Jr. and wife Betty C. Gupton by deed from Ballbade Estates, Inc. of record in Book 3220, page 409, Register's Office, Davidson County, Tennessee. The said William E. Gupton, Jr. having since died testate and his will having been admitted to probate in Davidson County, Tennessee on April 16, 1985 and recorded in Minute Book 297, page 807 and in Will Book 150, page 676. The Letters Testamentary having issued to Third National Bank in Nashville as Executor of the estate on April 24, 1985.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title, and interest thereto belonging to the said THOMAS M. BROOKS and wife DANNA E. BROOKS, their heirs and assigns, forever. BETTY CHILTON GUPTON does covenant with THOMAS M. BROOKS and wife DANNA E. BROOKS, that she is lawfully seized and possessed of said land in fee simple, that she has a good right to convey it, and same is unencumbered except for 1985 taxes, a lien, not yet due and payable.

BETTY CHILTON GUPTON, further covenants and binds herself, her heirs and assigns, to warrant and forever defend the title to said real estate to said Grantees, 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 as it matures, as hereinafter provided, and for the consideration of ONE DOLLAR paid in cash, receipt of which is acknowledged, the said THOMAS M. BROOKS and wife DANNA E. BROOKS, hereinafter referred to as the Trustors, hereby transfer and convey unto EDWARD F. GORDON, 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 said property, 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, to the holder of said indebtedness 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 Trustor upon demand 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 ten percent (10%) 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, taxes and insurance 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, taxes or insurance, or any installment thereof, or interest thereon, is not paid promptly when due, or if, failing to keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, Trustor fails 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, and all other rights of redemption prior to or following foreclosure, statutory or otherwise, including, but not limited to rights set forth in T.C.A. §66-8-101, 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.

THIRD NATIONAL BANK of NASHVILLE as the duly appointed Executor under the Last Will and Testament of William E. Gupton, Jr., deceased, joins in this conveyance as Grantor in order to quitclaim any and all interest said estate may have in the property conveyed herein.

WITNESS our hands this 4th day of June, 1985.

Thomas M. Brooks
THOMAS M. BROOKS

Betty Chilton Gupton
BETTY CHILTON GUPTON

Danna E. Brooks
DANNA E. BROOKS

THIRD NATIONAL BANK IN NASHVILLE
Executor of the Estate of
William E. Gupton, Jr.

By: Joanne M. Bailey, ATO

J 10504

IDENTIF. REFERENCE

JUN 5 3 49 PM 1985

REGISTER
DAVIDSON COUNTY, TN

ACKNOWLEDGMENTS

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

BOOK 6574 PAGE 708

Personally appeared before me, FRANCENE W KAVIN, a Notary Public of said County, THOMAS M. BROOKS, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 4th (July) day of June, 1985.

Francene W Kavin
Notary Public

My Commission expires: 12.5.88

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, FRANCENE W. KAVIN, a Notary Public of said County, DANNA E. BROOKS, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 4th day of June, 1985.

Francene W Kavin
Notary Public

My Commission expires: 12-5-88

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, FRANCENE W. KAVIN, a Notary Public of said County, BETTY CHILTON GUPTON, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 4th day of June, 1985.

Francene W Kavin
Notary Public

My Commission expires: 12-5-88

STATE OF TENNESSEE
COUNTY OF Davidson

Personally appeared before me, Vickie A Underwood, a Notary Public of said County, Joanne G. Bailey, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged ~~himself~~ herself to be Asst Trust Officer of Third National Bank of Nashville, the within named bargainor, a corporation, and that she as such Officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by ~~himself~~ herself as Officer in the said bank's capacity as Executor of the estate of William E. Gupton, Jr., pursuant to authority granted to it in Will Book 150, page 676, Probate Court of Davidson County, Tennessee.

Witness my hand and seal, at office in Nashville, Tennessee, this 5th day of June, 1985.

Vickie A Underwood
Notary Public

My Commission expires: 11-1-87

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

RECEIVED OF _____

FOR _____

BOOK 6574 PAGE 709

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
			190000.00- CONT.	
			50000.00- MONT.	
			494.00 CSTAX	
			48.00 MSTAX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK	554.50-
5043A	06/05/85		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

J10504

IDENTIF. REFERENCE

JUN 5 3 49 PM '85

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN

No. 141548