This Form furnished by Attorneys Title Company, Inc.

**INSTALLMENT DEED** Form No. WD - 4

**FROM**

TED C. MOONEY and

GEORGE GIANIKAS

**TO**

ROBERT H. BRASWELL and wife,
BARBARA L. BRASWELL

For draftsman's use

This Instrument prepared by:
I. Dyke Tatum, Attorney IPI
Suite 200, Arena Place
2001 Charlotte Avenue
Nashville, Tennessee 37203

Box 30

BOOK 6619 PAGE 664

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| Robert H. Braswell et ux (NAME) | Same (NAME) | Map 116-8- 6 |
| 915 Holly Forest (STREET ADDRESS OR ROUTE NUMBER) | (STREET ADDRESS) | Par 168 CO |
| Nashville, Tenn. 37211 (CITY) (STATE) (P. O. ZIP) | (CITY) (STATE) (ZIP) | 07 DA 74941 |

(FOR REGISTER'S USE)

2.5.1.6.0

IDENTIFICATION REFERENCE

AUG 1 11 07 AM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$75,000.00 Ted C Mooney
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 31st DAY OF July, 1985.

Notary Public

MY COMMISSION EXPIRES: November 1, 1987

(AFFIX SEAL)

**FOR AND IN CONSIDERATION OF the sum of** SEVENTY-FIVE THOUSAND AND NO/100----------
----------($75,000.00)---------- **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 grantees** have executed their joint Promissory Note of even date in the original principal amount of $55,000.00 at the interest rate of 8% per annum. The entire outstanding principal and interest of said Note is due and payable on or before June 30, 1986.

**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,**

TED C. MOONEY and GEORGE GIANIKAS

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

ROBERT H. BRASWELL and wife, BARBARA L. BRASWELL

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

BEING Lot No. 168 as shown on the Plan of Sugartree, Phase III, which is of record in Book 5050, page 67-71, Register's Office for Davidson County, Tennessee, to which specific reference is here made and together with an appurtenant, non-exclusive interest in the common and limited common areas as shown on said Plan and as provided in the Declaration of Covenants, Conditions and Restrictions referred to hereinbelow.

BEING the same property conveyed to Ted C. Mooney and George Gianikas by deed from Richard D. Bird, Trustee, of record in Book 5373, page 771, Register's Office for Davidson County, Tennessee.

THIS PROPERTY is not the usual place of residence of the Grantors.

THIS CONVEYANCE is made subject to the Declaration of Covenants, Conditions and Restrictions of record in Book 4857, page 157, as supplemented and amended by instruments of record in Book 4874, page 463, Book 4911, page 356, Book 4996, page 126, Book 5003, page 688, Book 5087, page 220, Book 5152, page 401, Book 5514, page 138, and Book 5691, page 61, said Register's Office, and by setback lines, easements, limitations and conditions as shown on the plan of record, as amended in Book 5162, page 632, Book 5169, page 426, Book 5186, page 958, Book 5191, page 412, Book 5222, page 468 and Book 5238, page 93, said Register's Office. This conveyance is also made subject to current property taxes which have been prorated as of date of deed and are herein assumed by Grantees.

**This is** unimproved (X) improved ( ) **property, known as** Unit 168, Charleston Park, Nashville, Tennessee 37205
(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 grantees herein do hereby transfer and convey unto J. Phillip Jones 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 $ N/A 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 outcery, 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:

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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 premices, 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 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 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 31st day of July 19 85

Robert H. Braswell

Ted C. Mooney

Barbara L. Braswell

George Gianikas

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, J. Phillip Jones, a Notary Public in and for said County and State, the within named Robert H. Braswell and wife, Barbara L. Braswell, Ted C. Mooney and George Gianikas

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 31st day of July, 19 85.

J. Phillip Jones, Notary Public.

Commission expires November 1, 1987.

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 corporation by .....self as .....

Witness my hand and seal, at office in.....,

this .....day of ....., 19.....

....., Notary Public.

Commission expires .....

# OFFICIAL RECEIPT

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

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RECEIVED OF _____

FOR _____

CO -CONVEYANCE
MO -MORTGAGE
WD -WARRANTY DEED
TD -TRUST DEED

CC -CERTIFIED COPY
REL -RELEASE
UCC -UNIFORM COMMERCIAL CODE

MISC -MISCELLANEOUS
CO TX -STATE TAX CONVEY
MO TX -STATE TAX MORT
PRFEE -PROBATE FEE

| DATE | SYMBOL | VALUATION | TAX AND FEES | TOTAL PAID |
|---|---|---|---|---|
| | | | 75000.00- CA1T, | |
| | | | 55000.00- MA1T, | |
| | | | 195.00 CSTAX | |
| | | | 53.00 MSTAX | |
| | | | .50 PRFEE | |
| | | | 6.00 WDEED | |
| | | | CHECK | 254.50- |
| | | | 3283A08/01/85 BAL | .00 |

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

2516 0

IDENTIFICATION REFERENCE

AUG 1 11 07 AM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 159351