BOOK 7075 PAGE 787

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD - 4

FROM

JOHN M. HURT, JR.

TO

GEORGE B. BROWN et ux

For draftsman's use

THIS INSTRUMENT WAS PREPARED BY:

FRANK M. NEWMAN
DONELSON, TN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
M/M Geo. B. Brown (NAME)	Same (NAME)	Map 64
214 Lyne Blvd (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par. 13
Old Hickory Tn (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	LW 00700

(FOR REGISTER'S USE)

75130

IDENTIFICATION REFERENCE

Dec 19 3 38 PM '86

FELIX Z WILSON III REGISTER
DAVIDSON COUNTY, TN

Rec $

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$90,000.00 John M. Hurt Jr.
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 15th DAY OF December 19 86

Margaret H. Donelson
Notary Public

MY COMMISSION EXPIRES: 5-13-1990

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of $90,000.00
Ninety Thousand and no/100---------- DOLLARS
of which $ 30,000.00 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 in the original principal sum of Sixty Thousand Dollars ($60,000.00) payable to the order of John M. Hurt, Jr. in ten (10) annual installments, first nine installments being Nine Thousand Seven Hundred Sixty-four and 73/100 Dollars ($9,764.73) and the tenth and final installment being Nine Thousand Seven Hundred Sixty-four and 66/100 Dollars ($9,764.66), beginning on the 19 day of December, 1987, each installment including principal and interest on the unpaid at the rate of ten percent (10%) per anum.

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.

I, John M. Hurt, Jr.

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto
George B. Brown and wife, Juanita R. Brown

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

LAND in the 4th Civil District of Davidson County, Tenn. described according to a survey by Gary Cummings, Surveyor, as follows:

BEGINNING at an iron rod by others in the westerly margin of the new Old Hickory Blvd.,said point also being the northeast intersection of the old county concrete road, an official public right-of-way, thence S.37°23'58"E.,582.99 feet to an iron rod by others, said point being the northeast corner of a parcel belonging to the John Donelson heirs as of record in Deed Book 5380, page 566, R.O.D.C., Tenn.; thence running with the easterly margin of the old county concrete road for the next three (3) calls; with a curve having a radius of 340.44 feet and an arc length of 356.51 feet and a control angle of 60°00'00" to a point of tangent in said right-of-way; thence N.19°46'55"W.,155.18 feet to an iron rod by others; thence N.21°39'40"W.,107.27 feet to the point of beginning, and containing 32,298.51 feet more or less or 0.743 acres, more or less.

BEING the same property conveyed to J. Morgan Hurt by deed from Naomi Bell Hurt as of record in Book 4189, page 502 in the R.O.D.C, Tenn. and passing by the Will of John Morgan Hurt,Sr. as of record in Will Book 104, page 334, in the office of the Probate Court Clerk of Davidson County, Tenn. to John M. Hurt,Jr. and Joe Sam Hurt, the interest of Joe Sam Hurt having been conveyed to John M. Hurt, Jr. by deed of record in Book 7039, page 298 in the Register's Office for Davidson County, Tennessee. The above described property is not the usual place of residence of the grantor

This is unimproved (X) improved ( ) property, known as ---------- (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 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 H. Philip Sadler 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 $_____ 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 exeeute 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 19 day of December 19 86.

John M. Hurt Jr.

George B. Brown

Juanita R. Brown

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 John M. Hurt, Jr., George B. Brown and wife, Juanita R. Brown

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 19th day of December, 19 86.

Margaret J. Gunselman
Notary Public.

Commission expires 5-13-1990

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

RECEIVED OF _____

FOR _____

BOOK 7075 PAGE 789

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
			90 .10- CONT.	
			60.00 .10- MAIT.	
			25.00 COTAX	
			50.00 MOTAX	
			.50 PRFEE	
			6.00 WDFEE	
			CHECK	316.50-
			9540A12/15/86 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

75130

IDENTIFICATION REFERENCE

Dec 19 3 38 PM '86

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN

No. 25276