INSTALLMENT DEED

For and in Consideration of the sum of One Hundred Fifty Thousand ($150,000.00) Dollars, of which Ten Thousand ($10,000.00) Dollars, has been paid in cash by J. R. Bratten, Sr. and J. R. Bratten, Jr. the receipt of which is hereby acknowledged, and for the remainder One Hundred Forty Thousand ($140,000.00) Dollars, the said J. R. Bratten, Sr. and J. R. Bratten, Jr. have

executed two promissory notes.
One, in the amount of $10,000.00, payable six months from date.
One, in the amount of $130,000.00, payable in monthly installments of $1,350.00, beginning May 1, 1987.
Both notes of even date herewith and payable to the order of C. B. S. Realty Company.

and to secure the payment of the debt hereinabove set out together with all charges and claims made and provided in the said instrument or note evidencing the debt, reference to which is here made, a lien is expressly retained on the land herein conveyed, C. B. S. Realty Company, a Partnership have this day bargained and sold, and do hereby transfer and convey unto the said J. R. Bratten, Sr. and J. R. Bratten, Jr., their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being parts of Lots Nos. 4 and 5 on the unrecorded plan of Brattonview Subdivision at Bordeaux, Tennessee, described according to a survey made by Erle Drake, County Surveyor, August 14, 1936, as follows:
BEGINNING on the northeasterly margin of Highway No. 112 at the southwesterly corner of the property conveyed to Lonie E. Nicholson and wife, by deed from Cosie E. Bratton, as of record in Book 1272, page 344, Register's Office for said County; thence with Nicholson's southeasterly line, northeastwardly 172.25 feet more or less to a point 100 feet southwest of the southwesterly line of Lot No. 14; thence southeastwardly and parallel with the southwesterly line of Lot No. 14, 158 feet more or less to the line between Lots Nos. 3 and 4; thence with the line between said two lots southwestwardly 178.5 feet to the northeasterly margin of Highway No. 112; thence with same northwestwardly 158 feet to the beginning.
Being the same property conveyed to C. B. S. Realty Company, a partnership, by deed from Ernest H. Schroeder and wife, as of record in Book 3792, page 246, said Register's Office.
Included in the above description but expressly excluded from this conveyance is that portion of the property taken by the State of Tennessee for the widening of Highway No. 112.
This conveyance is made subject to easements to T. E. P. C. of record in Book 787, page 2 and to T. N. G. L. of record in Book 2538, page 421, Register's Office, Davidson County, Tennessee.

This is unimproved ( ) improved (X) property, known as 3634 (House Number) Clarksville Hwy (Street) Nashville, TN 37218 (P. O. Address: City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said J. R. Bratten, Sr. and J. R. Bratten, Jr., their heirs and assigns forever. it covenants that it is 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 1987 taxes. it further covenants and binds itself, its successors ~~heirs~~ and representatives, to warrant and forever defend the title to said J. R. Bratten, Sr. and J. R. Bratten, Jr. 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 them in hand paid, _____, the said J. R. Bratten, Sr. and J. R. Bratten, Jr.

do hereby transfer and convey unto W. S. Hofstetter, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

_____, the said J. R. Bratten, Sr. and J. R. Bratten, Jr.

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 the insurable value 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.

they 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 they 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 _____, the said J. R. Bratten, Sr. and J. R. Bratten, Jr. 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 they 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; they 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, the statutory right of redemption, homestead, dower, statutory or elective rights, 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. they 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. they 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 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 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 J. R. Bratten, Sr. and J. R. Bratten, Jr. their 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 W. S. Hofstetter, Trustee, shall be vested in said successor.

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 Grantor and Grantees hereunto set our hands at Nashville, Tennessee, this the 11th day of MARCH 1987

C. B. S. Realty Company

by [signature] Partner

J. R. Bratten, Sr.

J. R. Bratten, Jr.

STATE OF TENNESSEE

Davidson **County**

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named J. R. Bratten, Sr. and J. R. Bratten, Jr.

the bargainors, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purpose therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 11th day of March, 19 87

[signature], Notary Public

Commission Expires 5-13-89

STATE OF TENNESSEE

_____ **County.**

Before me, _____, a Notary Public in and for the State and County aforesaid, personally appeared _____

with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the _____ of the _____, a corporation, and that he as such _____, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as _____

Witness my hand and official seal at Nashville, Tennessee, this _____ day of _____, 19 ____

_____, Notary Public

Commission Expires _____

BOOK 7173 PAGE 314

STATE OF TENNESSEE
COUNTY OF Davidson

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Sam Seligman, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged himself to be a partner of C. B. S. Realty Company, the within named bargainor, a partnership and that he as such partner, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by himself as a partner.

Witness my hand and official seal at Nashville, Tennessee, this 11th day of March, 19 87.

Notary Public.

Commission Expires 5-13-89

INSTALLMENT DEED

FROM

TO

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

FILED FOR RECORD
MAR 19 9 10 AM '87
DAVIDSON COUNTY, TENN.

IDENTIFICATION REFERENCE

05710

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
J. R. Bratten etal (NAME)	Same (NAME)	
3634 Clarksville Hwy. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Map 69-12
Nashville, TN 37218 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	Pat 67

THIS INSTRUMENT WAS PREPARED BY

William S. Hofstetter, Attorney
P. O. Box 150231
Nashville, TN 37215

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 150,000.00 J R Bratten Jr
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 11th DAY OF March, 1987.

W S Hofstetter
Notary Public

MY COMMISSION EXPIRES: 9/9/89

TX

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

RECEIVED OF _____

FOR _____

BOOK 7173 PAGE 315

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

150 [illegible] 0- MAIT.
140.[illegible] .0- [illegible]
420.[illegible]0 CSTAX
130.00 MSTAX
.50 PRFEE
12.00 WDFEE
CHECK 371.50-
3642A03/19/87 CAL .0

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

05478

IDENTIFICATION REFERENCE

MAR 19 9 10 AM '87

FELIX Z. WILSON JR REGISTER
DAVIDSON COUNTY, TN

No. 58723