BOOK 7332 PAGE 216

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD - 4

FROM
JOE E. SEIBERT, ET UX

TO
THOMAS W. CLAYBROOKS, ET AL

For draftsman's use

THIS INSTRUMENT PREPARED BY:

JAMES A. CARNEY
Attorney at Law
905 Stahlman Building
Nashville, Tennessee 37201

ADDRESS NEW OWNER (S) AS FOLLOWS:	Name & Address of Person or Entity Responsible for Payment of Real Property Taxes:	MAP-PARCEL NUMBERS
Thomas W. Claybrooks, et al (NAME)		Map 93-15
206 McCann Street (STREET ADDRESS OR ROUTE NUMBER)	NO MORTGAGE ESCROW (STREET ADDRESS)	Parcel 314
Nashville, TN 37210 (CITY) (STATE) (P. O. ZIP)	SEND TAX BILLS TO: SAME (CITY) (STATE) (ZIP)	15W 08075

(FOR REGISTER'S USE)

58236 IDENTIFICATION REFERENCE AUG 21 3 00 PM '87

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 120,000.00 Thomas W. Claybrooks
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 20TH DAY OF August 1987.

James A. Carney
Notary Public

MY COMMISSION EXPIRES: 1-19-88

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of One Hundred Twenty Thousand ---- And No/00 ----- ($120,000.00) ---------- DOLLARS

of which $ -0- 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 promissory note of even date in the principal sum of $120,000.00 bearing interest @ 9% per annum, payable to the order of Joe E. Seibert and wife, Lucille C. Seibert, in monthly installments of $1,205.43 each, commencing October 1, 1987 and continuing monthly until fully paid, including both principal and interest. A late charge of 3% ($36.16) will be charged and paid on any monthly installments due and not paid on or before 10 days after due date.

Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $120,000.00.

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,

Joe E. Seibert and wife, Lucille C. Seibert

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Thomas W. Claybrooks, Thomas W. Claybrooks, Jr. and Michael Claybrooks, as tenants in common,

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

The property of the City of Nashville, Tennessee, located on the south side of the proposed Lafayette Street Extension in Nashville, Davidson County, TN being parts of lots 16, 17 and 18, McGehee Addition, more fully described as follows:

Beginning at the intersection of the southern margin of the proposed Lafayette Street Extension and the eastern margin of Alley No. 148 (alley between 2nd and 3rd Aves. South); thence in an easterly direction with the southern margin of the proposed Lafayette Street Extension 105 feet, more or less, to the eastern margin of the lot or tract of land of the City of Nashville, same being the common line between the property of the City of Nashville and the Standard Oil Co. of Louisiana; thence in a southwesterly direction with the common line between the properties of the City of Nashville and the Standard Oil Co. of Louisiana 31 feet, more or less, to a point; thence in a southeasterly direction with the above described line 15 feet, more or less, to a point; thence in a southwesterly direction with the above described line 36 feet, more or less, to the eastern margin of Alley No. 148 (alley between 2nd and 3rd Aves. South); thence in a northwesterly direction with the eastern margin of Alley No. 148, 96 feet, more or less, to the southern margin of the proposed Lafayette Street Extension, being the point of beginning, as it appears upon the plans of the State of Tennessee, Dept. of

(SEE ATTACHED SHEET FOR LEGAL DESCRIPTION CONTINUED)

This is improved KX property, unimproved ( ) known as 22 (House Number) Lafayette Street (Street) P. O. Address: Nashville, TN 37210 (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 Bob Herrman, 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 $ Ins. Int. 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, 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 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 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 20th day of August, 19 87.

Joe E. Seibert
JOE E. SEIBERT

Lucille C. Seibert
LUCILLE C. SEIBERT

Thomas W. Claybrooks
THOMAS W. CLAYBROOKS

Thomas W. Claybrooks Jr.
THOMAS W. CLAYBROOKS, JR.

Michael Claybrooks
MICHAEL CLAYBROOKS

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me _____, a Notary Public in and for said County and State, the within named Joe E. Seibert, Lucille C. Seibert, Thomas W. Claybrooks, Thomas W. Claybrooks, Jr. and Michael Claybrooks, 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 purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 20th day of August, 19 87.

James A Carney
Notary Public

Commission expires 1-19-88

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, (or proved to me on the basis of satisfactory evidence), 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 _____

LEGAL DESCRIPTION CONTINUED:

Highways and Public Works, Bureau of Engineering, designated S.H. Federal Aid Project No. 56, Section D-(3) sheet no. 7, Fiscal Year 1942, (Revised 8-19-44), approved July 1944, unrecorded.

Also, the south 15 feet of the east 100 feet of the north half of Lot 18 of McGehee's Addition to Nashville, as shown on plat in Minute Book A, page 368, of the Chancery Court of Davidson County, TN, said tract hereby conveyed being more particularly described as commencing at a point on the west line of Second Ave. (formerly Market Street) 92 feet north of the north line of a 20 ft. alley (commonly known as Hill's Alley); thence west parallel with the north line of Hill's Alley 100 feet; thence north parallel with 2nd Ave. 15 feet; thence east parallel with the north line of Hill's Alley, 100 feet; thence south along the west line of 2nd Ave. 15 feet to the point of beginning, being the same property conveyed to the said Maude L. Flein by L.M. Klein, by deed of November 17, 1913 and of record in the Office of the Register of said County in Book 447, page 102. Commencing at a point on the west line of 2nd Ave. South, formerly Market Street, 40 feet 5½ inches north of the north line of a 20 foot alley, known as Hill's Alley; thence west parallel with said north line 135 feet, more or less, to a 10 foot alley; thence north along the east line of said 10 foot alley 51 feet 6½ inches; thence east parallel with the north line of Hill's Alley 135 feet, more or less, to the west line of 2nd Ave. South; thence south along the west line of 2nd Ave. South 51 feet 6½ inches to the point of beginning.

Being the same property conveyed to M.B. Derryberry, of the said first party, by C.C. Derryberry and wife, by deed of May ____, 1923, of record in the office of the Register of said County in Book 620, page 759.

Also, all of lot 20 and the south 8 feet, 5½ inches of Lot 19 of McGehee's Addition to the City of Nashville, as shown on the plat in Minute Book A, page 368, of the Chancery Court of Davidson County, TN, said tract hereby conveyed being more particularly described as commencing at a point where the west line of 2nd Ave. South, formerly Market Street, intersects the north line of a 20 foot alley (known as Hill's Alley) said point of beginning being the southeast corner of said lot 20; thence north along the west line of 2nd Ave. South 40 feet 5½ inches to a point; thence west, parallel with the north line of said alley 135 feet, more or less, to a 10 foot alley; thence south along the east line of said 10 foot alley 40 feet 5½ inches to the north line of said 20 foot alley; thence east along the north line of said 20 foot alley 135 feet, more or less, to the point of beginning. Being the same land conveyed to us, the said first parties, by R.S. Howlett and wife, Maxie P. by deed of October 15, 1923 and of record in the office of the Register of said County in Book 623, page 81.

Less that part deeded to the City of Nashville on October 8, 1930, for street purposes, more particularly described as follows:

Beginning at a point on the west line of said Second Avenue, South forty feet north from the southwest corner of Petway Street and Second Avenue, South, as defined by the north face of a brick store house fronting Second Avenue, South and adjacent to the south line of said Petway Street; from thence extending westerly along a straight line 40 feet north of and parallel with the south line of said Petway Street 135 feet, more or less, to the east line of public alley no. 148; from thence extending southerly along the east line of said alley No. 148, 3.1 feet to a point on the back line of a 7 foot wide concrete sidewalk extending along with north side of Petway Street between said alley and Second Avenue, South; from thence extending easterly along the north line of said Petway Street as defined and established by the back line of the concrete sidewalk now in place therealong, 135 feet, more or less, to the point of intersection of the west line of said Second Avenue, South, with the back line of said concrete sidewalk and which point is 37.31 feet, north from the south line of said Petway Street; from thence extending northerly along the west side of Second Avenue, South, 2.69 feet to the point of beginning, and has an area of approximately 435 feet.

Being the same property conveyed to Joe E. Seibert and wife, Lucille C. Seibert, by deed from George Cole Motor Company of record in Book 5156, page 687, Register's Office for Davidson County, Tennessee.

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 7332 PAGE 219

CO - CONVEYANCE
MO - MORTGAGE
WD - WARRANTY DEED
TD - TRUST DEED
CC - CERTIFIED COPY
REL - RELEASE
UCC - UNIFORM COMMERCIAL CODE
MISC - MISCELLANEOUS
ST TAX - STATE TAX CONVEY
MO TAX - STATE TAX MORT
PRFEE - PRIVATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL

[illegible]

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

582336

IDENTIFICATION REFERENCE

AUG 21 3 00 PM '87

[illegible]

No. [illegible]