THE MAXIMUM INDEBTEDNESS FOR TENN. RECORDING TAX PURPOSES IS $140,000.00

INSTALLMENT DEED BOOK 9241 PAGE 429

| THIS INSTRUMENT WAS PREPARED BY: Harold E. Collins, Atty., 4800 Charlotte Ave., Nashville, TN 37209 | | |
|---|---|---|
| NEW OWNER(S) | SEND TAX BILLS TO: | MAP-PARCEL |
| Charles A. Brisco | James E. Dye | Map 93-14 |
| 535 Lafayette St. | 506 Brookhollow Rd. | Parcel 441 |
| Nashville, TN 37203 | Nashville, TN 37205-3118 | 13W-13910 |

FOR AND IN CONSIDERATION OF THE SUM OF ONE SIXTY-FIVE THOUSAND AND 00/100 DOLLARS ($165,000.00) OF WHICH TWENTY-FIVE THOUSAND AND NO/100 DOLLARS ($25,000.00) HAS BEEN PAID BY GRANTEE, FOR ALL OF WHICH GRANTOR HEREBY ACKNOWLEDGES AND FOR THE REMAINDER GRANTEE HAS THIS DATE EXECUTED HIS PROMISSORY NOTE IN THE PRINCIPAL AMOUNT OF ONE HUNDRED FORTY THOUSAND AND NO/100 DOLLARS ($140,000.00) PAYABLE TO GRANTOR, **JAMES E. DYE**, SAID AMOUNT TO BE PAID IN 216 MONTHLY INSTALLMENTS, FIRST 215 OF WHICH ARE IN THE AMOUNT OF $1,225.00 AND THE 216TH AND FINAL PAYMENT IN THE AMOUNT OF $1,200.03, SAID PAYMENTS INCLUDE INTEREST AT THE RATE OF EIGHT (8) PERCENT PER ANNUM, WITH THE FIRST PAYMENT DUE AND PAYABLE THE 3RD DAY OF MARCH, 1994 AND A LIKE PAYMENT ON THE SAME DAY OF EACH SUCCEEDING MONTH UNTIL PAID IN FULL. SAID PAYMENTS TO BE APPLIED FIRST TO INTEREST AND THE REMAINDER TO PRINCIPAL.

I, **James E. Dye**, an unmarried person, hereinafter called the Grantor, have this day bargained and sold, and do hereby transfer and convey unto **Charles A. Brisco**, hereinafter called Grantee, all my right, title and interest in and to the below described property, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LAND in Davidson County, Tennessee, being the westerly parts of Lots Nos. 127 and 128 and the southwesterly part of Lot No. 129 on the map of Barrow Grove, as of record in Book "S", Pages 279, 319, 612, 697, Register's Office for said County, described as follows:

BEGINNING at a point in the easterly margin of Sixth Avenue South at the corner of Lots Nos. 126 and 127; thence with the line between said lots, northeasterly 130 feet more or less to a point in the southerly margin of LaFayette Street, as now widened and located; thence with the southerly margin of said Street, as now located, westerly 163 feet more or less to the beginning of a curve; thence around said curve in the westerly and southwesterly direction 39 feet more or less to the easterly margin of Sixth Avenue South; thence with the margin of said Avenue, southerly 115 feet more or less to the point of beginning.

Being the same property conveyed to James E. Dye by deed from Marable L. Mayo and wife, Dottie Page Mayo, of record in Book 3673, Page 299, said Register's Office.

The above described property is sold in its present condition, "AS IS."

Located in and on the above described property is a sign erected at the corner of Sixth Avenue South and Lafayette Street and shall be deemed a fixture which cannot be sold, replaced or disposed of by Grantee without written permission of Grantor or upon payment in full of the above indebtedness.

The above description is the same as in the previous deed of record.

535 Lafayette St., Nashville, TN 37203
(House Number) (Street) (City) (State) (Zip)

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 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. E. Collins**, 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 maximum insurable amount 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 grantors, 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 fifteen days from date of such payment, or in the event the Grantor dies, or in the event the Grantor is in voluntary or involuntary bankruptcy, 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 weekly publications in a newspaper of general circulation, daily or weekly, distributed 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 grantors 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 3 day of February, 1994.

James E. Dye
JAMES E. DYE - GRANTOR

Charles A. Brisco
CHARLES A. BRISCO - GRANTEE

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 **James E. Dye and Charles A. Brisco**, 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 3rd day of February, 1994.

Harold E Collins
NOTARY PUBLIC

My commission expires: 11-22-97

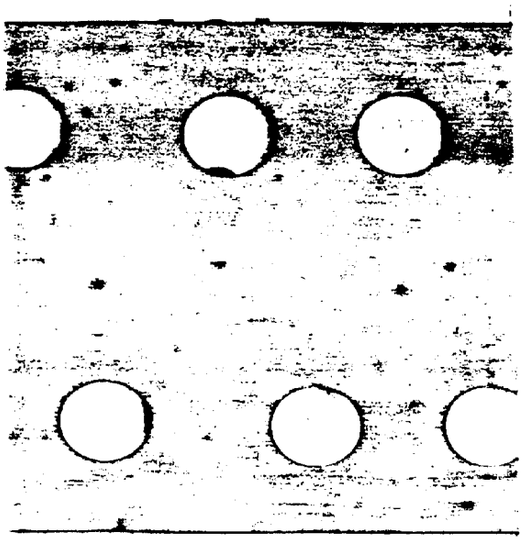
[ STATE OF TENNESSEE )
[ COUNTY OF DAVIDSON ) The actual consideration or value whichever is
[ ) greater, for this transfer is: $165,000.00.
[
[ Subscribed and sworn to before me,
[ this the 3rd day of February, 1994. Charles A. Brisco
[ Affiant
[ Harold E Collins
[ NOTARY PUBLIC
[ My commission expires: 11-22-97
[ (Affix Seal)

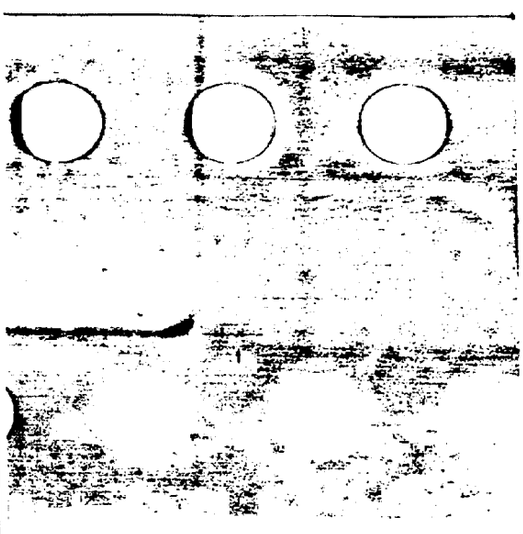
2476 02/04 0101 03CHECK 782.20

PICK-UP

94 FEB -4 AM 9:48
FELIX A. JOHNSON II REGISTER
DAVIDSON COUNTY, TN.

14916
IDENTIF. + REFERENCE





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

RECEIVED OF _____

FOR _____

BOOK 9241 PAGE 432

| | | |
|---|---|---|
| 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 |
|---|---|---|---|---|

CAMT 165000.00
MAMT 140000.00
CON TX 610.50
MOR TX 158.70
PRFEE 1.00
MISC 12.00
TOTAL 782.20
CHECK 782.20

**RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK**

02/04/94 01 09:47 0001 2476

14916
IDENTIF. & REFERENCE

94 FEB -4 AM 9:48

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN.

No. 753454