This instrument prepared by:
L. Ken Johnson, Att.
302 Moss Trail Goodlettsville
Tennessee, 37072

STATE OF TENNESSEE BOOK 9736 PG 854
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $5,000.00

DONNIE BROOKS

Subscribed and sworn to before me this the 21st day of July, 1995

Notary Public

My comm. exp. 4/15/98

NOTARY PUBLIC AT LARGE WILLIAMSON CO. TENN.

ADDRESS NEW OWNER: DONNIE BROOKS ET UX
219 EAST END ROAD
GOODLETTSVILLE, Tn. 37072

SEND TAX BILLS TO: same

MAP/PARCEL NO.: 2-40 10D23415

Mortgagee: CHARLES JACOB LASSITER
P. O. Box 131
Ridgetop, Tn.

# INSTALLMENT DEED

MAXIMUM PRINCIPAL AMOUNT OF INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $ 5,000.00

For and in consideration of the sum of Five Thousand and no/100 ($5,000.00) 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 note of even date payable to the Grantor, in the amount of Five Thousand and no/100 ($5,000.00) Dollars, of even date, with no interest, payable One Hundred Fifty and and 00/100 ($150.00) Dollars, monthly, thereafter, beginning one month after date and payable in the same amount monthly until paid, said note providing for payment of attorney's fees and to secure the payment of said note, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

I, CHARLES JACOB LASSITER, a single person, hereinafter called the Grantor, have this day bargained and sold and do hereby transfer and convey unto the said DONNIE BROOKS and wife, DONNA BROOKS, their heirs and assigns,

A small tract of land in the Tenth Civil District of Davidson County, in the State of Tennessee, located near Ridgetop on a road leading off of U. S. Highway No. 41-E East near top of hill, road is called East Road or Gammon Road, being about one mile from Highway, being Tract No. 1 land conveyed to Eli M. Gammon and wife, Maude L. Gammon, by David Lassiter and wife, Jewell H. Lassiter, of record, noted in Book 75, page 600, recorded in Book 1977, page 468, Register's Office for Davidson County, Tennessee, according to a survey made by C. J. Carney, Surveyor, dated September 11, 1964, as follows:

Beginning at a spike in the center of Gammon Road, running south

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LAWYER
302 MOSS TRAIL
GOODLETTSVILLE, TN 37072
859-2250

69 deg. east 295 feet with the center of said road to a spike; thence due north 162 feet to another spike; thence due west 274 feet with Edwards property to another spike; thence due south 56.1 feet to the point of beginning, containing 0.70 acres.

Being the same property conveyed to Charles Jacob Lassiter, an unmarried man, by deed from Charles B. Lassiter of record in Book 8575, page 079, Register's Office for Davidson County, Tennessee.

This is unimproved property with trailer: 219 East End Road, Goodlettsville, Tenn. 37072

BOOK 9736PG855

THIS PROPERTY IS CONVEYED SUBJECT TO ALL EASEMENTS APPARENT AND OF RECORD. PROPERTY IS CONVEYED "AS IS".

To have and to Hold the said tract or parcel of land with the appurtenances, estate, title and interest thereto belonging to the said DONNIE BROOKS and wife, DONNA BROOKS, their heirs and assigns, forever and CHARLES JACOB LASSITER, A single person, do covenant with the said DONNIE BROOKS and wife, DONNA BROOKS, that I am lawfully seized and possessed of said land in fee simple; have a good right to convey it, and the same is unencumbered unless otherwise stated in this Deed.

And I do further covenant and bind myself, my heirs and representatives to warrant and forever defend the title to said land to the said DONNIE BROOKS and wife, DONNA BROOKS, their heirs and assigns, against the lawful claims of all persons whomsoever.

AND NOW, for the purpose of better and more effectually securing the payment of lien notes and rendering unnecessary court proceedings for the enforcement of said lien in the event of non payment of said payments or 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 L. Kenneth Johnson, 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 insurance company or companies for at least the value of the unpaid balance of the mortgage until the note herein secured is fully paid, and to have the loss, if any, made payable on the policy or policies to said Grantor for the benefit of the lawful owner and holder of said note, as their 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 note, or any of them, may do any and 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 note, aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this Trust conveyance shall be of no further force and effect. BUT, if we fail to pay any of the payments of the note promptly when due or at maturity or if, failing to pay taxes, keep up repairs or keep premises insured as herein provided; we fail to reimburse the Trustee or lawful owner and holder of said note for all sums with interest, so expended by said Trustee, or lawful owner and holder of said note, 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 note or payments past due and unpaid, all of remaining portion of said note shall become due and payable at once, without notice, and 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

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exceptions of every kind, which are 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 payments of said note, 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 their 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 unpaid note 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, her heirs, representatives or assigns.

BOOK 9736 PG 850

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 note, 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 or successor 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, have hereunto set our hands at Goodlettsville, Tennessee, this the 7th day of July, 1995.

0081007
IDENTIF. & REFERENCE

95 JUL 21 PM 12:21
FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TN.

PICK-UP

X Charles Jacob Lassiter
CHARLES JACOB LASSITER

X Donnie R Brooks
DONNIE BROOKS

X Donna Brooks
DONNA BROOKS

State of Tennessee
County of Davidson

3299 07/21 0101 03CHECK 34.95

Personally appeared before me, the undersigned, a Notary Public at large, CHARLES JACOB LASSITER, a single person, and DONNIE BROOKS and wife, DONNA BROOKS, the bargainors, with whom I am personally acquainted and who acknowledged that they executed the within instrument for the purposes therein contained on this the 7th day of July, 1995.

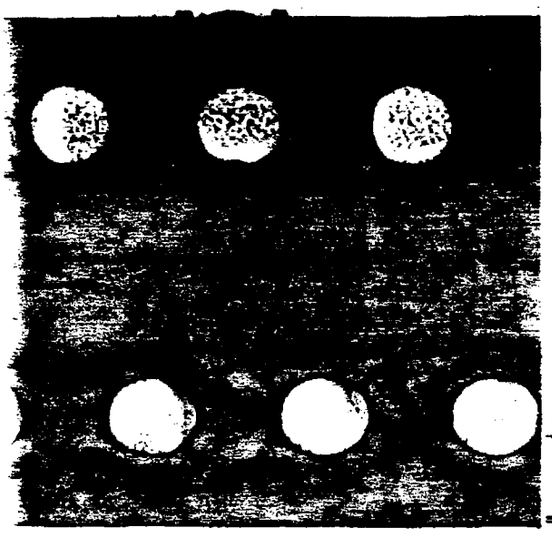
Elliott N. Cowan
Notary Public

My comm. expires 11-25-95

ELLIOTT N. COWAN NOTARY PUBLIC DAVIDSON COUNTY, TENN.

L. KENNETH JOHNSON
LAWYER
302 MOSS TRAIL
GOODLETTSVILLE, TN 37072
859-2256

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED



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

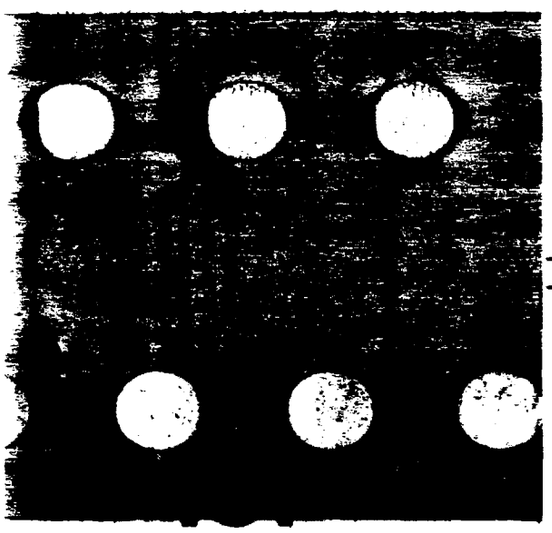
RECEIVED OF _____

FOR _____

BOOK 9736 PG 857

| | | |
|---|---|---|
| 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 | 5000.00 |
| MAMT | 5000.00 |
| CON TX | 18.50 |
| MOR TX | 3.45 |
| PRFEE | 1.00 |
| WDEED | 12.00 |
| TOTAL | 34.95 |
| CHECK | 34.95 |

07/21/95 01 12:22 0001 3299

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

00810007
IDENTIF. ↑ REFERENCE

95 JUL 21 PM 12:21
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

**No.** 932384