Bok 28

MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $27,000.00.

00110021

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

FROM

Charles E. Evans and wife
Jo H. Evans

TO

Robert H. Braswell

For draftsman's use

Prepared by:
Devereaux D. Cannon, Jr. Atty.
201 Fourth Ave., N., Suite 150
Nashville, TN 37219

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Robert H. Braswell (NAME)	(same) (NAME)	83 1 226
168 Charleston Park (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, TN 37205 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

Davidson County DEEDINST
Recvd: 12/07/00 10:22 2pgs
Fees:12.00 Taxes:161.95

20001207-0120468

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$36,000.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 6th DAY OF December, 2000.

Notary Public

MY COMMISSION EXPIRES: 9/28/2003

(AFFIX SEAL)

NOTARY PUBLIC STATE OF TENNESSEE

FOR AND IN CONSIDERATION OF the sum of thirty six thousand dollars and no one hundreds ($36,000.00) **DOLLARS**
of which $ 9,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees

To secure the payment of one note of even date herewith in the principal amount of $27,000.00 payable to the order of Charles E. Evans and wife Jo H. Evans in 180 monthly installments of $286.02 each beginning on the 1st day of January 2001, with the final installment due on the 1st day of December 2015. Said payments include interest at the rate of 9 3/4%.

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,

Charles E. Evans and wife Jo H. Evans

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

Robert H. Braswell

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

Land in Davidson County, Tennessee, being the southerly 172 feet more or less of Lot No. 30 on the Plan of the Subdivision of the Petway property, as of record in Plan Book 2, page 42, Chancery Court at Nashville.

Said part of said lot fronts 50 feet on the northerly side of Petway Avenue and extends back between lines 172 feet to the southern boundary line of part of said Lot No. 30, conveyed to Forrest Allen by deed of record in Book 2199, page 353, Register's Office for said County, measuring 50 feet thereon.

Being the same property conveyed to Charles E. Evans and wife Jo H. Evans by deed from L.O. Huss, Sr. of record in Book 4566, page 124, Register's Office for Davidson County, Tennessee.

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING:
Easement for sanitary sewers in Book 2097, page 571, R.O.D.C, Tn.
Easement for storm and sanitary sewers of record in Book 3506, page 24, R.O.D.C., Tn.

This is unimproved ( ) improved (X) property, known as 1001 (House Number) Petway Ave. (Street) Nashville, Tn. 37206 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 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 represenatives, 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 J. Devereaux Cannon 201 Fourth Ave. N. Ste. 150 Nashville Tn. 37219 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 $27,000.00 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 6th day of December XX 2000

Charles E. Evans

Charles E. Evans

Jo H. Evans

Jo H. Evans

Robert H. Braswell

ROBERT H. BRASWELL

Barbara L. Braswell

Barbara L. Braswell

By: Robert H. Braswell Atty-in-Fact

Robert H. Braswell, Atty-in-Fact

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 Charles E. Evans and wife Jo H. Evans AND Robert H. Braswell 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 6th day of December, XXX 2000

Jo Evans Smith Notary Public

Commission expires 9/28/2002

STATE OF TENNESSEE
COUNTY OF DAVIDSON

On this 6th day of December, 2000, before me the undersigned a Notary Public in and for said County and State, personally appeared Robert H. Braswell to me known to be the person who executed the foregoing instrument in behalf of Barbara L. Braswell, and acknowledged that he executed the same as the free act and deed of the said Barbara L. Braswell.

Witness my hand and seal at Nashville Tennessee this the 6th day of December, 2000.

Jo Evans Smith
Notary Public

My commission expires: 9/28/2002