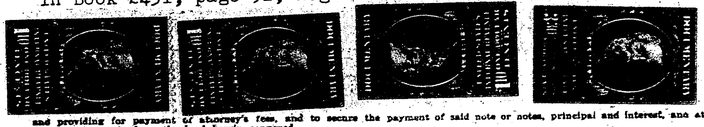
BK 3570

(This form furnished courtesy of MADISON TITLE CO., MADISON, TENN.)

INSTALLMENT DEED

FOR AND IN CONSIDERATION OF the sum of THIRTEEN THOUSAND SEVEN HUNDRED ($13,700.00) and No/100---------- DOLLARS of which $ 2,009.41 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 one joint promissory note of even date herewith in the principal amount of $4,274.03, payable to Ralph M. Davidson and wife, Dorothy Davidson, in quarterly installments of $250.00 each, plus interest at the rate of 6% per annum, with the first payment being due and payable on or before June 1, 1963, and a like installment due and payable on or before the same day of each third consecutive month thereafter until the entire unpaid balance, including principal and interest, is paid in full; and as a part of the said consideration the grantees herein do hereby assume and agree to pay the unpaid balance in the amount of $7,416.56 of a certain indebtedness evidenced by a note dated August 10, 1955, in the original principal amount of $10,500.00, payable to Fidelity Federal Savings and Loan Association in monthly installments of $198.24 each, and secured by a deed of trust executed by John N. Clapp and wife, Doris A. Clapp, to Louis Leftwich, Jr., Trustee, as of record in Book 2431, page 91, Register's Office for Davidson County, Tennessee



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 expressely retained on the land herein conveyed.

We, RALPH M. DAVIDSON AND WIFE, DOROTHY DAVIDSON,

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

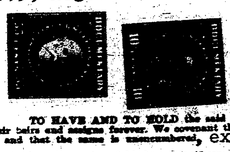
EDWIN R. SHERRILL AND WIFE, BARBARA T. SHERRILL, as tenants by the/

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

Land in Davidson County, Tennessee; being Lot No. 23 and the southerly 22 feet of Lot No. 22 on the Map of Homeacres in a revision of the first subdivision in the 11th District by the Layman Foundation not of record, described as follows:

Beginning at a point on the westerly margin of Larkin Springs Road at the northeast corner of Lot No. 24 on said Plan conveyed to Phillip Savage and wife, by deed from Kenneth W. Tilghman and wife, of record in Book 1341, page 249, Register's Office for said County; thence with said Savage's northern boundary line westwardly 351.3 feet to said Savage northwest corner; thence northwardly 100 feet; thence eastwardly 354 feet, more or less, to the westerly margin of said road; thence with same, southwardly 100 feet to the beginning.

Being the same property conveyed to Ralph M. Davidson and wife, Dorothy Davidson, by deed from Doris C. Thomson of record in Book 3250, page 593, Register's Office for Davidson County, Tennessee.



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, exeept as stated above.

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 Harlan Dodson, Jr. 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 $ 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. 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 thereby, 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 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, homestead, dower 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:

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