prepared
Wm carpenter Jr
American Trust Bldg
Nashville, Tenn.

Installment Deed

BOOK 4785 PAGE 699

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Robert Parker Sherrill	Same	63-2200
(NAME:)	(NAME:)	
5617 Granny White Pike		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Brentwood, Tenn. 37027		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of THIRY TWO THOUSAND and 00/100 $32,000.00 *Dollars,*

of which Two Thousand Six Hundred Forty Five and 92/100 $2,645.92 *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Twenty Nine Thousand Three Hundred Fifty Four and 08/100 ($29,354.08) *Dollars,*

Robert Parker Sherrill and Georgeanne D. Sherrill have assumed a note dated September 4, 1963 payable to Fidelity Federal Savings and Loan Association in the principal amount of Fourteen Thousand ~~Xxx~~ ~~Xxxxxx~~ and 00/100, $14,000.00, secured by a Deed of Trust from John L. Norton, and wife, Catherine B. Norton to Vaden Lackey, Jr., Trustee of record in Book 3650, Page 299, RODC, Tennessee on which there is a present balance of $9,354.08, and have executed one note of even date herewith payable to John L. Norton in the amount of $20,000.00, payable in 240 monthly installments of $167.29 each which sum includes principal and interest at the rate of 8% per annum, the first installment being due on or before March 1, 1974 and one on the first day of each succeeding month thereafter until all are paid in full,

and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed, I, John L. Norton

have this day bargained and sold, and do hereby transfer and convey unto the said Robert Parker Sherrill and Georgeanne D. Sherrill

(successors), heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows:

A tract of land in the 7th, formerly 11th, Civil District of Davidson County, Tennessee, being part of Lot No. 6 in the partition of the lands of Allen Cotton, Jr., deceased, made December 31, 1895, of record in Book 208, Page 18, Register's office for said County, and part of an original 76.7 acre tract described according to a survey made by H. B. Fowlkes, April 14, 1945, as follows: Beginning in the center of Granny White Pike, in the center of a culvert, said beginning point being the southeast corner of the Oscar Noel property; thence with the center of the Granny White Pike, south 7 deg. 45' east 347.7 feet to the northeast corner of the property conveyed to D. Franklin Farrar, Jr. and wife, by deed from Catherine Bonner Norton et vir, of record in Book 1385, page 166, said Register's Office; thence with Farrar's northerly line, South 75 deg. west 500 feet; thence south 7 deg. 45' east 200 feet; thence south 75 deg. west 472.4 feet to the easterly line of Gideon Wade's property; thence north 36 deg. 15' west 181 feet to a stone; thence north 45 deg. west 301 feet to the north bank of a branch; thence with the meanders of said branch, north 73 deg. 30' east 220 feet to an ash tree; thence north 33 deg. 20' east 224 feet to a hackberry tree; thence north 76 deg. east 216 feet to a hackberry tree; thence north 83 deg. east 216 feet to an elm tree; thence north 59 deg. 20' east 178 feet to the beginning, containing 9.75 acres, more or less.

Included in the above description, but excluded therefrom, is that part

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater for this transfer is $ 32,000.00

Subscribed and sworn to before me, this the 5th day of February 1974

Robert Parker Sherrill
Affiant

My commission expires

~~(Affix Seal)~~

J. W. Card
Notary Public - Dep Register

of said property conveyed to Reese L. Smith, Jr., by deed from John L. Norton and wife, Catherine Bonner Norton, of record in book 4527, page 151, Register's Office for said County. Being part of the property conveyed to Catherine Bonner Norton by deed from Ira E. Travis and wife, of record in Book 1390, page 572, said Register's Office, and conveyed to Catherine Bonner Norton and husband, John L. Norton, by deed Catherine Bonner Norton, made for the purpose of creating a tenancy by the entirety, of record in Book 3279, page 552, Register's Office for said County, the said Catherine Bonner Norton having since died.

This conveyance is made subject to Easement for right-of-way of Granny White Pike within boundaries of premises.

This is unimproved ( ) improved (X) property, known as 5617 Granny White Pike (House Number) (Street) Brentwood P. O. Address: Tennessee (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Robert Parker Sherrill and Georgeanne D. Sherrill *their (successors), heirs and assigns forever.* I *covenant that* I am *lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.* Except as aforesaid and taxes for 1974 which have been prorated.

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Robert Parker Sherrill and Georgeanne D. Sherrill, their *(successors), 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 indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Robert Parker Sherrill and Georgeanne D. Sherrill *hereinafter referred to as trustors, hereby transfer and convey unto* William F. CaRpenter, Jr., *Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:*

Trustors 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 the sum of $....., or at least the maximum insurable value, until the indebtedness herein secured is 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 or holder of said indebtedness as his interest may appear.

Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and

expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustors upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

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Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums, with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, 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 indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof, 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 trust conveyance. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed 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 advice 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 indebtedness 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 trustors, their order, 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 indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, 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 above named trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 4th *day of* February *19* 74

x John L Norton

x Robert Parker Sherrill

Georgeanne D. Sherrill

x

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, THURMAN T. McLEAN, JR. *, a Notary Public in and for said County and State,* Robert Parker Sherrill and Georgeanne D. Sherrill

the within named bargainorS..., with whom I am personally acquainted, and who acknowledged that they *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville *Tennessee, this* 4th *day of* February *, 19* 74

THURMAN T. McLEAN, JR. NOTARY PUBLIC AT LARGE

Notary Public

Commission expires April 8, 1974

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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Personally appeared before me, THURMAN T. McLEAN, JR. *, a Notary Public in and for said County and State,* John L. Norton

the within named bargainor, with whom I am personally acquainted, and who acknowledged that he *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville
this 4th *day of* February, *19* 74.

Thurman T. McLean
Notary Public

THURMAN T. McLEAN, JR. NOTARY PUBLIC LARGE STATE OF TENNESSEE

Commission expires April 8, 1974

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, 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 .....

FEB-5	CONV	32,000.00			
FEB-5	NORT'G	20,000.00			
FEB-5	S'TAX		A*	83.20	
FEB-5	S'TAX		A*	18.00	
FEB-5	PR'FEE		A*	.50	
FEB-5	W'DEED		A*	8.00	* 109.70

INSTALLMENT DEED

FROM JOHN L. NORTON

TO ROBERT PARKER SHERRILL and GEORGEANNE D. SHERRILL

C 40838

IDENTIF. REFERENCE

FEB 5 1 10 PM '74

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE