PREPARED BY: Tom G. Coleman, Jr., Atty., 1623 Parkway Towers, Nashville, Tenn.

INSTALLMENT DEED

BOOK 4905 PAGE 829

For and in Consideration of the sum of SEVENTEEN THOUSAND, FIVE-HUNDRED AND NO/100 ($17,500.00)----------Dollars, of which ONE-THOUSAND AND NO/100 ($1,000.00)----------Dollars, has been paid in cash by Robert Swett and wife, Jo Ann B. Swett, the receipt of which is hereby acknowledged, and for the remainder SIXTEEN-THOUSAND, FIVE-HUNDRED AND NO/100 ($16,500.00)----------Dollars, the said Robert Swett and wife, Jo Ann B. Swett have this day executed their one promissory note of even date herewith in the principal sum of $16,500.00 payable to the order of John C. Carrington, Jr., and Ruth Jeannete Harper, and executed by Robert Swett and wife, Jo Ann B. Swett, and given as part of the purchase money on the herein described property. Said note is payable on or before three (3) years after date, plus interest, interest being at the rate of 6% per annum. Amounts paid will be credited first to interest due; balance to unpaid principal sum.

*Carrington in Will Book 99, Page 48, County Court Clerk's Office for Davidson County, Tennessee, and the sole heirs at law of John C. Carrington, Sr.

all of said notes bearing six per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, John C. Carrington, Jr., and Ruth Jeannete Harper

have this day bargained and sold, and do hereby transfer and convey unto the said Robert Swett and wife, Jo Ann B. Swett, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in the 13th Civil District of Davidson County, Tennessee, being a 4.013 acre tract according to a survey by Southern Land and Associates dated August 21, 1974, described as follows:

Beginning at an iron pin in the westerly margin of Eatons Creek Road being Wayne W. Reeves' northeast corner; thence with Reeves' northerly line South 82 degrees 55 minutes 52 seconds West 379.49 feet to a point; thence North 10 degrees 41 minutes 56 seconds East 113.66 feet; North 16 degrees 20 minutes 34 seconds East 100.24 feet; North 10 degrees 08 minutes 35 seconds East 101.61 feet; North 19 degrees 12 minutes 5 seconds East 100.02 feet; North 23 degrees 46 minutes 50 seconds East 100.18 feet; North 30 degrees 33 minutes 4 seconds East 101.61 feet; North 28 degrees 52 minutes 40 seconds East 101.12 feet; North 27 degrees 45 minutes 14 seconds East 100.84 feet; North 17 degrees 7 minutes 20 seconds West 108.52 feet; North 18 degrees 6 minutes 43 seconds West 100.02 feet; North 19 degrees 15 minutes 24 seconds West 150.12 feet; North 4 degrees 33 minutes 32 seconds West 51.20 feet; North 31 degrees 6 minutes 41 seconds East 19.64 feet to the westerly margin of Eatons Creek Road; thence with the westerly margin of same South 18 degrees 33 minutes 02 seconds East 232.98 feet; thence with a curve having a length of 280.33 feet; thence South 5 degrees 40 minutes 50 seconds East 629.64 feet to the point of beginning.

Being the same property conveyed to Elsie Carrington by deed of record in Book 1148, Page 537, Register's Office for Davidson County, Tennessee; the said Elsie Carrington having since deceased, and her husband having since deceased with both estates being closed and John C. Carrington, Jr., and Jeannete Harper being the devisees under the Will of Elsie *

This is unimproved ( ) improved ( ) property, know as _____ (House Number) (Street) P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Robert Swett and wife, Jo Ann B. Swett, 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 and our heirs and representatives, to warrant and forever defend the title to said real estate to said Robert Swett and wife, Jo Ann B. Swett, 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 in hand paid, We, the said Robert Swett and wife, Jo Ann B. Swett

do hereby transfer and convey unto Tom G. Coleman, 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 Robert Swett and wife, Jo Ann B. Swett

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 interest 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 interst 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 Robert Swett and wife, Jo Ann B. Swett 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, 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. 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 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 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 borrowers 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 Tom G. Coleman, Jr., Trustee, shall be vested in said successor.

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 John C. Carrington, Jr., and Ruth Jeannete Harper and Robert Swett and wife, Jo Ann B. Swett hereunto set our hands at Nashville, Tennessee, this the 31 day of DECEMBER 1974

John C. Carrington Jr.
Ruth Jeannette Harper
Robert Swett
Jo Ann B. Swett

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named John C. Carrington, Jr., and Ruth Jeannete Harper and Robert Swett and wife, Jo Ann B. Swett

the 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 31 day of DECEMBER, 1974

Commission Expires 2-13-1977

Mary W. Scruggs, Notary Public.

STATE OF _____
_____ County.

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

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

Witness my hand and official seal at _____ this _____ day of _____, 19____

_____, Notary Public.

Commission Expires _____

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ..., a Notary Public of the State and

County aforesaid, personally appeared ..... BOOK 4905 PAGE 832 .....,

with whom I 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 APR21 75 CONV 19 17,500.00
APR21 75 MORT'G 16,500.00
APR21 75 S'TAX A* 45.50
APR21 75 S'TAX A* 14.50
Commission expires ..... APR21 75 PR'FEE A* .50
APR21 75 (over for additional acknowledgements) W'DEED 8.00 * 68.50

..... Notary Public.

INSTALLMENT DEED

FROM

TO

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

C 95034

IDENTIF. REFERENCE

APR 21 12 56 PM '75

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

TRUSTEE CO. NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Robert Swett, et ux (NAME)	New Owners (NAME)	Map 58
701 Rowan Dr. (STREET ADDRESS OR ROUTE NUMBER)	same (STREET ADDRESS)	Par 28
Nashville, Tenn (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

TOM G. COLEMAN, JR.
Attorney
1623 Parkway Towers
Nashville, Tennessee37219

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 17,500.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 21st DAY OF April 19 75.

Notary Public

MY COMMISSION EXPIRES: .....

(AFFIX SEAL)