This Instrument Prepared by:
J Vaulx Crockett
Attorney at law
306 Nashville City Bank & Trust Bldg
Nashville, Tenn. 37201

INSTALLMENT DEED

BOOK 5041 PAGE 754

ADDRESS NEW OWNER	SEND TAX BILLS TO	MAP-PARCEL NUMBER
Dr. L. Rudy Broomes Dr. William E. Coopwood 627 South Gallatin Road Madison, Tennessee 37115	SAME	51-4-78 a.e.

FOR AND IN CONSIDERATION of the sum of One Hundred Sixty Thousand and no/100 ($160,000.00) Dollars, of which Forty-Six Thousand, Four Hundred and no/100 ($46,400.00) Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder One Hundred Thirteen Thousand, Six Hundred and no/100 ($113,600.00) Dollars, the grantees L. RUDY BROOMES and WILLIAM E. COOPWOOD have executed jointly and severally two negotiable promissory notes of even date, one of which is payable to the order of Harry Witztum and the other payable to the order of J. E. Sutherland, each in the principal amount of Fifty-Six Thousand, Eight Hundred and no/100 ($56,800.00) Dollars, each payable in one hundred twenty (120) successive monthly installments, the first twenty-four (24) of which on each note shall be for interest only at the rate of six and one-half (6 1/2%) percent per annum on the principal sum, and thereafter ninety-six (96) installments on each note in the amount of Seven Hundred Seventy-Four and 18/100 ($774.18) Dollars including interest at seven (7%) percent per annum, the last installment to be in the amount of the then remaining sum and interest and as above 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, HARRY WITZTUM and J. E. SUTHERLAND have this day bargained and sold, and do hereby transfer and convey unto the said L. RUDY BROOMES and WILLIAM E. COOPWOOD, their (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being parts of Lots Nos. 15, 16 and 17 on the Plan of Madison Realty Company's Subdivision, as of record in Book 547, Page 164, Register's Office for said County, more fully described in a boundary survey by Kohl-Coode and Associates, unrecorded, dated January 13, 1976, as follows:

BEGINNING at a point at the intersection of the common boundary line of Lots 17 and 18 with the common line of their easterly boundaries and the westerly boundary line of Lot 15; thence N. 83° 06' 50" E. 26.0 feet to a point; thence S. 4° 49' 20" E. 98.42 feet to an iron pin in the northerly side of Neely's Bend Road as widened, thence along the northerly side of Neely's Bend Road, S. 83° 11' 47" W. 202.00 feet, more or less, to a painted mark on a concrete walk; thence in a curve to the right with radius of 23.00 feet a distance of 16.17 feet to a point on the easterly side of Gallatin Pike as widened; thence in a curve to the left with radius of 1489.43 feet a distance of 81.79 feet to a point; thence N. 83° 06' 50" E. 174.65 feet, more or less, to the common boundary of Lots 17 and 15; thence with the said common boundary of Lots 17 and 15, N. 4° 50' 00" E. 10 feet to the point of beginning.

Being part of the same property conveyed to Harry Witztum and J. E. Sutherland by deed from Littell Rust and wife, Margaret S. Rust, of record in Book 1341, page 649, Register's Office for said County.

This conveyance is subject to an easement to Davidson County for 20 foot sewer line of record in Book 3342, Page 240, said Register's Office.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON) The actual consideration or value whichever is greater, for this transfer is $160,000.00.

L. Rudy Broomes
AFFIANT

Sworn to and subscribed before me this 4th day of July, 1976.

Notary Public

8/8/79
My Commission Expires

This is improved property, known as 627 Gallatin Road, Madison, Tennessee 37115.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said L. RUDY BROOMES and WILLIAM E. COOPWOOD, 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, except by 1976 taxes which have been prorated and assumed by grantees. We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real

estate to L. RUDY BROOMES and WILLIAM E. COOPWOOD, 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 L. RUDY BROOMES and WILLIAM E. COOPWOOD hereinafter referred to as trustors, hereby transfer and convey unto J. VAULX CROCKETT, 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 with fire and extended coverage insurance in some reliable fire insurance company, or companies approved by the holders of said notes for the sum of $113,600.00, 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 policies to the lawful owners or holders of said indebtedness as their interests may appear with a standard mortgage clause and deliver the policy or policies to the holders of said notes at such address as directed by them in writing, prior to expiration of insurance required hereunder covering said buildings, and deliver at said address a receipt for payment of premiums thereon not more than thirty (30) days after commencement date of each such policy.

In the event the mortgaged property or any part thereof shall be destroyed or damaged by fire or other casualty or condemned and taken under the power of eminent domain or conveyed under threat of condemnation by any govermental authority or any other entity entitled to exercise the power of eminent domain, all proceeds of such insurance and all awards and sums payable from such condemnation or deed in lieu thereof are assigned to and shall be paid to the lawful owners and holders of each respective note equally, and shall be credited on the indebtedness secured hereby and may, at the option of said owners and holders, be applied to the last maturing of such installments, and the balance,

if any, to Trustors; provided that said lawful owners and holders shall have the option to permit Trustors, their successors and assigns, to receive and use such proceeds or awards, or any part thereof, for repair or restoration or for other purposes as may be agreed to in writing by both of them and by Trustors, without waiving or impairing any lien or right under or by virtue of this trust deed.

Trustors agree to commit, or suffer no waste, impairment, or deterioration of the premises or any part thereof, or any unlawful use thereof and to perform, comply with and abide by each and every stipulation, agreement, condition and covenant in the promissory notes and in the trust deed.

Trustors also agree to pay all taxes and assessments thereon, general or special, and all insurance premiums and to pay them when due, and 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 either or both of said notes 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, together with a reasonable attorney's fee, shall be allowed, and be payable by trustors upon demand of the lawful owner and holder of either or both of said notes, and upon failure to do any of these things, then the lawful owner and holder of either or both of said notes may do any or all of these things without waiving the option to foreclose or any right hereunder and the amounts so paid shall bear six (6%) percent interest from the date of payment and shall become immediately due and payable by the lawful owner and holder of either or both of said notes and shall be secured by the aforesaid real property as part of the indebtedness herein secured.

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 and remains unpaid for ten (10) days after the lawful owners and holders of said notes or either of them shall have given written notice of nonpayment to trustors; or if trustors shall fail to pay taxes, keep up repairs or keep said buildings and premises insured, or pay said other sums when due, or to perform any covenant or undertaking herein or in the notes and fail to cure such default within thirty (30) days after the lawful holder and owner of either or both of said notes shall have given written notice of such default to trustors, this trust conveyance shall remain in full force and effect, and at the option of such lawful owner and holder of either or both of said notes all remaining unpaid indebtedness, and installments thereof and other sums added thereto hereunder shall become immediately due and payable at once, without further notice and the said trustee, or his successors in trust, is hereby authorized and empowered, upon giving twenty (20) days' notice by three (3) 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 here-

under, 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 including the interest herein secured, and any and all sums expended in the protection of said property, as herein authorized. If the proceeds are insufficient to satisfy said charges and the indebtedness in full, they will be allocated and applied on the respective notes so that the deficiency on each note will be equal.

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 either of said 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. In case of disagreement as to person or entity to be named as trustee, the holder of the note with the largest unpaid balance shall be authorized to make the selection and appointment.

Written notice provided for hereunder shall be given by personal delivery to trustors, or by registered or certified mail addressed to trustors at the mortgaged premises and shall be deemed so given when deposited in the United States Mail postage prepaid.

Wherever used in this instrument, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the word "Trustors" shall mean "Trustors and/or any subsequent owner or owners of the premises", the words "premises" or "property" shall include the real estate hereinbefore described, together with all improvements, equipment, condemnation awards and any other rights

made subject to the lien of the trust deed, by the terms hereof, and pronouns of any gender shall include the other genders, and either the singular or plural shall include the other, and Trustors shall be jointly and severally liable under any and all obligations, covenants and agreements of the Trustors in this trust deed or in the notes.

Witness our hands this 1st day of July, 1976, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

L. RUDY BROOMES

HARRY WITZTUM

WILLIAM E. COOPWOOD

J. E. SUTHERLAND

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, [illegible], a Notary Public in and for said County and State, HARRY WITZTUM and J. E. SUTHERLAND, the withnamed bárgainors, 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 1st day of July, 1976.

[illegible]
Notary Public
(reacknowledged)

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My Commission Expires: 8/8/79

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Debbie Sager,
a Notary Public in and for said County and State, L. RUDY BROOMES and WILLIAM E. COOPWOOD, the within named trustors, 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 1st day of July, 1976.

Debbie Sager
NOTARY PUBLIC

DEBBIE SAGER NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My Commission Expires: 8/8/79

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IDENTIF. REFERENCE

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REG. DAVIDSON CO. TENN.

JUL-2 76	CONV	90,000.00			
JUL-2 76	CONV	70,000.00			
JUL-2 76	MORT'G	90,000.00			
JUL-2 76	MORT'G	23,600.00			
JUL-2 76	S'TAX		B*	416.00	
JUL-2 76	S'TAX		B*	111.60	
JUL-2 76	PR'FEE		B*	.50	
JUL-2 76	W'DEED		B*	16.00	* 544.10