This instrument prepared by:
ERVIN M. ENTREKIN, Attorney
26th Floor, First American Center
Nashville, Tennessee 37238

Installment Deed

BOOK 5954 PAGE 407

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
SEVEN HILLS CLUB	SAME	Map No. 131-14
(NAME:) 1317 Hildreth Drive	(NAME:)	Parcels 99,
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tenn. 37215	(STREET ADDRESS)	100, 101, 102
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of ---ONE HUNDRED THIRTY THOUSAND AND NO/100 ----------($130,000.00)---------- *Dollars,* *of which* NO AND NO/100---------- ----------($0.00)---------- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* ONE HUNDRED THIRTY THOUSAND AND NO/100----------($130,000.00)---------- *Dollars,*

SEVEN HILLS CLUB

has executed a note of even date herewith in the principal amount of ONE HUNDRED THIRTY THOUSAND ($130,000.00) DOLLARS payable in monthly installments as follows: On the 1st day of August, 1976, the sum of NINE HUNDRED THIRTY ONE AND 37/100 ($931.37) DOLLARS and thereafter a like amount on the 1st day of each succeeding month for 239 successive months, and said installments include both principal and interest at the rate of 6% per annum and are to be applied first to interest and the balance to principal with the entire unpaid balance due and payable on the first day of July, 1996.

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, WE, REESE L. SMITH, JR. and KARL E. HAURY

have this day bargained and sold, and do hereby transfer and convey unto the said SEVEN HILLS CLUB,

its *(successors), heirs and assigns,*

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

Land as described in Exhibit "A" attached hereto and incorporated and made a part hereof as if fully set out herein.

And, the undersigned wives of REESE L. SMITH, JR. and KARL E. HAURY, join in the execution of this Deed for the purpose of releasing and quitclaiming any and all rights which they may have in the property.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $130,000.00

Affiant

Subscribed and sworn to before me, this the 29th day of July 19 76

Notary Public

My commission expires: January 29, 1978
(Affix Seal)

PUBLIC
DAVIDSON COUNTY, TENN.

Being part of the same property conveyed to Reese L. Smith, Jr. and Karl E. Haury by the Seven Hills Land Company which deed is recorded in Book 3220, page 126, of the Register's Office for Davidson County and part of the same property conveyed to Haury and Smith Investment Company, a partnership consisting of Karl E. Haury and Reese L. Smith, Jr., partners from the Seven Hills Land Company which deed is recorded in Book 3612, page 344, of the Register's Office for Davidson County, Tennessee.

The note referred to above is made payable to the order of Reese L. Smith, Jr. and Karl E. Haury who are the beneficiaries hereof and the said beneficiaries agree as part of the consideration hereof that they, and any other holders of said note shall look solely to the above property for satisfaction of the indebtedness represented by the said note and neither they nor their successors or assigns, heirs or representatives shall seek any deficiency or other money judgment against Seven Hills Club or any officer, director or member of the Seven Hills Club; provided however that nothing herein shall be deemed to be a release or impairment of the indebtedness evidenced by the said note.

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

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said SEVEN HILLS CLUB its *(successors), heirs and assigns forever.* We do *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 for current taxes.

We do *further covenant and bind* ourselves and our *heirs and representatives, to warrant and forever defend the title to said real estate to said* SEVEN HILLS CLUB its *(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 SEVEN HILLS CLUB *hereinafter referred to as trustors, hereby transfer and convey unto* ERVIN M. ENTREKIN, *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 $130,000.00, *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 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.

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 30th *day of* July, *19* 76

Reese L. Smith, Jr.
REESE L. SMITH, JR.

Karl E. Haury
KARL E. HAURY

Marcella Smith
MARCELLA SMITH

Mildred M. Haury
MILDRED M. HAURY

SEVEN HILLS CLUB
BY: Robert A. Downing
President.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Reese L. Smith, Jr. and Marcella Smith

*the within named bargainor*s, *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* 9th *day of* July, *19* 76

E. [illegible]
Notary Public

Commission expires February 25, 1980

[illegible] 20[illegible]

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 5054 PAGE 410

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Karl E. Haury and Mildred M. Haury

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* 9th *day of* July, 19 76

Notary Public

Commission expires February 25, 1980

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, the undersigned, *a Notary Public of the State and County aforesaid, personally appeared* Grant A. Dunn, Jr., *with whom I am personally acquainted, and who, upon oath, acknowledged* self *to be* PRESIDENT *of the* SEVEN HILLS CLUB, *the within named bargainor, a corporation, and that* he *as such* PRESIDENT, *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* self *as* PRESIDENT

Witness my hand and seal, at office in Nashville, Tennessee, *this* 3rd *day of* June, 19 76

Notary Public

Commission expires 2-10-79

AUG-5 76	CONV	90,000.00		
AUG-5 76	CONV	40,000.00		
AUG-5 76	MORT'G	90,000.00		
AUG-5 76	MORT'G	40,000.00		
AUG-5 76	S TAX		B* 338.00	
AUG-5 76	S TAX		B* 128.00	
AUG-5 76	PR FEE		B* .50	
AUG-5 76	W DEED		B* 10.00	* 476.50

INSTALLMENT DEED

FROM

TO

D 6 1 9 6 3

IDENTIF. REFERENCE

AUG 5 2 41 PM '76

FELIX [illegible] REGISTER
DAVIDSON COUNTY, TENN.

Chicago Title Insurance Company
First American Center — Phone 255-4631
NASHVILLE, TENNESSEE 37238

EXHIBIT "A"

DESCRIPTION

Seven Hills Subdivision, Sect. 8

Land in the 16th Civil District of Davidson County, Tennessee as shown on the plan of Seven Hills Subdivision, Section 8, as Lots Nos. 316, 317 and 318, and part of the Seven Hills Swimming Club parcel, and more particularly described as follows:

Beginning at a concrete monument located in the northern right-of-way margin of Mountainview Drive at the intersection of Hildreth Drive; thence following the northern right-of-way margin of Mountainview Drive S 35°37'04"W 115.8 feet to a concrete monument, the beginning of a curve to the right having a radius of 534.6 feet with an interior angle of 39°20' and a length of 367.0 feet to a concrete monument; thence S 74°57'04"W 441.9 feet to a concrete monument; thence leaving said right-of-way N 20°05'40"W 202.19 feet to an iron pin; thence N 18°35'E 178.0 feet to an iron pin; thence N 30°39'W 175.0 feet to an iron pin; thence N 1°20'E 184.2 feet to an iron pin in the southern right-of-way margin of Hildreth Drive; thence with said right-of-way S 87°10'E 10.8 feet to a point; thence S 86°34'E 10.8 feet to a concrete monument, the beginning of a curve to the right having a radius of 2066.2 feet with an interior angle of 25°32' and a distance of 920.9 feet to a concrete monument, the beginning of a curve to the right having a radius of 25.0 feet and an interior angle of 97°26' and a length of 42.5 feet to the point of beginning, containing 9.37 acres, more or less.

The above description taken from the plan of Seven Hills Subdivision Section 8, as recorded in Book 3300, Page 14, R.O.D.C., Tennessee.