INSTRUMENT PREPARED BY:
Richard H. King, Attorney
500 Court Square Building
Nashville, Tennessee 37201

Installment Deed

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ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Dr. Vergil L. Metts, III et ux	Same	Map 160
(NAME:)	(NAME:)	
833 Hillview Drive		Parcel 136
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Brentwood, Tennessee		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of One Hundred and Sixty Thousand and no/100 ($160,000.00)---------- *Dollars,*

of which ..... *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder the said Dr. Vergil L. Metts, III and wife, Barbara L. Metts, have assumed and agree to pay the balance of an indebtedness due to the Equitable Life Assurance Society of the United States, secured by Deed of Trust executed by Zolton J. Bokor and wife, Ila F. Bokor, to R. L. Grimes, Trustee, of record in Book 4652, Page 692, R.O.D.C. Tennessee, and for the remainder sum of Ten Thousand ($10,000.00) Dollars, the said Dr. Vergil L. Metts, III and wife, Barbara L. Metts ~~xxxxxxxx~~ *Dollars,* ~~executed~~ have executed their promissory note of even date herewith, payable to the order of C. M. Sherwood and wife, Linda Sue Sherwood, in the principal sum of Ten Thousand and no/100 ($10,000.00) Dollars, at 8-1/2 percent simple interest, payable in forty-eight equal monthly installments of $246.97, with the first payment being due on the 17th day of October, 1976, and a like amount due on the same day of the month each month thereafter, until said sum and interest have been paid in full, the final payment being due on September 17, 1980.

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, [but said lien is expressly subordinate to a second mortgage of even date herewith in favor of Williamson County Bank], C. M. Sherwood and wife, Linda Sue Sherwood

have this day bargained and sold, and do hereby transfer and convey unto the said Dr. Vergil L. Metts, III and wife, Barbara L. Metts, and their

..... *(successors), heirs and assigns,*

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

Being Lot No. 15 on the Plan of Bokor Heights, Section III, as of record in Book 4300, Page 62, Register's Office for Davidson County, Tennessee, described as follows:

Beginning on the northerly side of Hillview Drive at the common front corner of Lot No. 15 on the Plan of Bokor Heights, Section III, of record in Book 4300, page 62, and the front corner of Lot No. 10 on the Plan of Bokor Heights, Section II, of record in Book 4300, page 1, Register's Office for Davidson County, Tennessee; thence northerly along the line between said lots 115.0 feet to a point in the common corner of Lots Nos. 15 and 16 on the Plan of Bokor Heights, Section III; thence northerly along the line between said lots 243.80 feet to a point in the southerly margin of West Hillview Drive; thence easterly along the southerly margin of said Drive 229.44 feet to a point, the beginning of a curve; thence around said curve to the right southeasterly 39.27 feet to a point in the westerly side of Hillview Drive; thence along the margin of Hillview Drive southwesterly 424.44 feet to the point of beginning

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 160,000.00

Affiant

Subscribed and sworn to before me, this the 17th day of September 19 76

My commission expires: .....

(Affix Seal)

Notary Public

Being the same property conveyed to C. M. Sherwood and wife, Linda Sue Sherwood, by Zolton J. Bokor and wife, Ila F. Bokor, of record in Book 4920, page 363, Register's Office for Davidson County.

This conveyance is made subject to restrictive covenants of record in Book 4550, page 142, and Book 4330, page 676, Register's Office for Davidson County, Tennessee; owner's certificate, a 125-foot minimum building setback line from Hillview Drive, a 40-foot minimum building setback line from West Hillview Drive and a 10-foot easement for public utility and drainage purposes along the southwest boundary line of said lot running northwesterly from Hillview Drive, as shown on plan of record in Book 4300, page 62, Register's Office for said County.

This is unimproved ( ) / improved (X) property, known as 833 Hillview Drive, Brentwood, Tennessee
(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 Dr. Vergil L. Metts, III and wife, Barbara L. Metts, and their *(successors), 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 as hereinabove set forth, and taxes for the year 1976, which have been prorated and assumed by Grantees.

We *further covenant and bind* ourselves and our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Dr. Vergil L. Metts, III and wife, Barbara L. Metts. *(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 Dr. Vergil L. Metts, III and wife, Barbara L. Metts, *hereinafter referred to as trustors, hereby transfer and convey unto* Aubry B. Harwell, 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 $ 60,000.00*, or at least the maximum insurable value, until the indebtedness herein secured is fully paid.* XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

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 17th *day of* September, *19* 76

Clarence M. Sherwood

Clarence M. Sherwood

Linda Sue Sherwood

Linda Sue Sherwood

Dr. Vergil L. Metts, III

Barbara M. Metts

Barbara M. Metts

IDENTIF. REFERENCE

SEP 17 12 41 PM '76

FELIX A. REGISTER
DAVIDSON COUNTY, TENN.

D 68429

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Sandy S. Evans, *a Notary Public in and for said County and State,* Clarence M. Sherwood, and wife, Linda Sue Sherwood

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* 27th *day of* ~~September~~ August, *19* 76

Sandy S. Evans
Notary Public

Commission expires Jan. 30, 1979

EVANS NOTARY PUBLIC DAVIDSON

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STATE OF Tennessee }
COUNTY OF Davidson }

Personally appeared before me, Sandy S. Evans *a Notary Public in and for said County and State,* Dr. Vergil L. Metts, III and wife, Barbara L. Metts,

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 17th *day of* September, *19* 76

Commission expires Jan. 30, 1979 Sandy S. Evans *Notary Public*

SANDY S. EVANS NOTARY PUBLIC DAVIDSON COUNTY

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 .....

SEP 17 76	CONV.	90,000.00		
SEP 17 76	CONV	70,000.00		
SEP 17 76	MORT'G	10,000.00		
SEP 17 76	S'TAX		B*	16.00
SEP 17 76	S'TAX		B*	8.00
SEP 17 76	PR'FEE		B*	.50
SEP 17 76	W'DEED		B*	8.00 * 432.50

INSTALLMENT DEED

FROM C. M. Sherwood et ux

TO Dr. Vergil L. Metts, III et ux

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