This instrument prepared by:
[illegible] PRIDE & LEROY
P. O. Box 2207
[illegible]

Installment Deed

BOOK 5192 PAGE 803

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Phillip Richard Verrill	Same	To be assigned
(NAME:) 403 West Tyne Boulevard	(NAME:) Same	
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tennessee	(STREET ADDRESS) Same	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of ONE HUNDRED SIXTY THOUSAND AND NO/100 ($160,000.00) ---------- *Dollars,*

of which TWENTY THOUSAND AND NO/100 ($20,000.00) ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder ONE HUNDRED FORTY THOUSAND AND NO/100 ($140,000.00) ---------- *Dollars,*

the said Phillip Richard Verrill *has* executed his promissory note in the principal sum of One Hundred Forty Thousand and No/100 ($140,000.00) Dollars payable as follows:

(a) The sum of Twenty Thousand and No/100 ($20,000.00) Dollars payable on the 15th day of January, 1978, without interest, and in the event of default, it shall bear interest from date of maturity at the rate of ten (10%) per cent per annum.

(b) On the 15th day of October, 1977, the sum of Nine Hundred Thirty and 37/100 ($930.37) Dollars, and thereafter the sum of Nine Hundred Thirty and 37/100 ($930.37) Dollars, principal and interest in 239 monthly installments payable on the 15th day of each month with interest thereon at the rate of seven (7%) per cent per annum on the unpaid balance thereof,

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, MILLER G. KIMBROUGH and wife, MARY CRAIGE KIMBROUGH,

have this day bargained and sold, and do hereby transfer and convey unto the said PHILLIP RICHARD VERRILL, his ---------- *(successors), heirs and assigns,*

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

Two tracts of land in Davidson County, Tennessee, as follows:

Tract No. 1: Being Lot No. 7 and the northwesterly part of Lot No. 6 of Block 1 on the Plan of Highlands of Belle Meade, of record in Book 547, page 180, Register's Office for Davidson County, Tennessee, and described as follows:

Beginning at a point in the westerly margin of West Tyne Drive, formerly Lochin Lane, 50 feet north of the corner of Lots 5 and 6, said point being the northeast corner of Tract No. 1 of the land conveyed to E. Palmer Jones and wife, by deed from Sara D. Sexton, of record in Book 2198, page 501, Register's Office for Davidson County, Tennessee; thence with the margin of said drive northwesterly 300 feet to a point at the corner of Lots 7 and 8; thence with the line between said lots, southwesterly 158 feet to a point; thence southerly 297 feet along the line of Lots 9 and 10 to the northwest corner of the Jones lot above mentioned; thence with Jones' line northeasterly 222 feet to the point of beginning.

Tract No. 2: Being a parcel of land on the easterly side of West Tyne Drive, formerly Lochin Lane, being a part of Block F on the Map of Belle Meade Subdivision No. 2 of record in Book 421, page 51, Register's Office for Davidson County, Tennessee, described as follows:

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 2 day of September 19 77

Notary Public

My commission expires: 1/25/80

(Affix Seal)

DAVIDSON COUNTY TENN. SEP 27 PUBLIC

Beginning at a point in the easterly margin of West Tyne Drive, formerly Lochin Lane, at a point which would be established by the extension of the line between Lots 6 and 7 of Block 1, of the Highlands of Belle Meade, of record in Book 547, page 180, Register's Office for said County, if extended; thence in an easterly direction along the said line if extended 40 feet, more or less, to the center line of Richland Creek; thence with the center line of said creek southerly 100 feet, more or less, to a point at the northeast corner of the land conveyed to E. Palmer Jones and wife, by deed from Sara D. Sexton, of record in Book 2198, page 501, said Register's Office; thence westerly along Jones' line 40 feet, more or less, to a point in the easterly margin of said Drive; thence with the margin of the same northerly 100 feet, more or less, to the point of beginning.

Being the same property conveyed to Miller G. Kimbrough and wife, Mary Craige Kimbrough, by deed from R. D. Stanford, Jr. and wife, Margaret G. Stanford, of record in Book 3165, page 309, said Register's Office.

Upon the sale by the Grantee of the property herein conveyed, the subsequent purchasers may assume the payment of the indebtedness executed herein only upon the written approval of the Grantors, their executors or assigns, and said approval shall not be unreasonably withheld; provided, however, should the Grantee, his heirs or assigns, dispute the withholding of said approval, they shall so inform the holder of the indebtedness of their desire to submit to arbitration the issue whether the written approval of the assumption of the indebtedness was unreasonably withheld by the Grantors, their executors or assigns. An arbitration board consisting of three (3) persons shall be impaneled within a reasonable time period in the following manner: One person each shall be chosen by the Grantors, their executors or assigns, and the Grantee, his heirs and assigns, and the final board member shall be chosen by the two previously chosen board members. The parties herein expressly agree that the majority decision of the arbitration board shall be binding upon their heirs, executors and assigns. However, in the event said approval is not granted and a sale of the property occurs,the holder of the indebtedness shall have the right to declare the unpaid balance evidenced herein, both principal and interest, due and payable within thirty (30) days of said sale.

unimproved ( ) This is improved (X) property, known as 403 West Tyne Boulevard, Nashville, 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 PHILLIP RICHARD VERRILL, his ..... *(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 heretofore set out above, and taxes for the year 1977, subject to which this conveyance is executed.

This conveyance is made subject to the unpaid balance of an indebtedness secured by deed of trust of record in Book 3243, page 233, Register's Office for Davidson County, Tennessee, which the Grantors herein agree to pay as installments become due until January 15, 1978, when the entire indebtedness shall be paid by Grantors. In the event the Grantors fail to pay said indebtedness as set forth herein, Grantee has the right to pay same and deduct the amount so paid from the deferred purchase payments.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Phillip Richard Verrill, his ..... *(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 Phillip Richard Verrill ..... *hereinafter referred to as trustors, hereby transfer and convey unto* I. R. Schulman ....., *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.

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:

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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 2 *day of* September, *19* 77.

Miller G. Kimbrough, Sr.

Miller G. Kimbrough, Jr. Attorney-in-Fact for Mary Craige Kimbrough

Phillip Richard Verrill

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Dale K. Parsons, *a Notary Public in and for said County and State,* Miller G. Kimbrough, Sr., and Miller G. Kimbrough, Jr., Attorney-in-fact for Mary Craige Kimbrough.

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* 2 *day of* September, *19* 77.

Dale K. Parsons, *Notary Public*

NOTARY PUBLIC

Commission expires 2/23/80

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STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Paul K. Parsons, *a Notary Public in and for said County and State,* Phillip Richard Verrill

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, Tennessee *this* 2 *day of* September, *1977.*

Paul K. Parsons *Notary Public*

Commission expires 2/23/80

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, SEP-2 CONV 90,000.00, *a Notary Public of the State and County aforesaid, personally appeared* SEP-2 CONV 70,000.00, *with whom I am personally acquainted, and who, upon oath, acknowledged* SEP-2 MORTG 90,000.00 *self to be of the* SEP-2 MORTG 50,000.00 *the within named bargainor, a corporation, and that he as such* SEP-2 S'TAX B* 16.00 *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* SEP-2 S'TAX B* 138.00 *self as* SEP-2 PR'FEE B* .50 *Witness my hand and seal at office in* SEP-2 WDEED B* 16.00 * 570.50 *this day of, 19*

Notary Public

Commission expires

State of Tennessee)
County of Davidson)

On this 2nd day of September, 1977, before me personally appeared, Miller G. Kimbrough, Jr., to me known to be the person who executed the foregoing instrument in behalf of Mary Craige Kimbrough, and acknowledged that he executed the same as the free act and deed of said Mary Craige Kimbrough.

Witness my hand and official seal in Nashville, Tennessee, this 2nd day of September, 1977.

NOTARY PUBLIC

My Commission Expires: 2-23-80

INSTALLMENT DEED

FROM
Miller G. Kimbrough et ux

TO
Phillip Richard Verrill

Mail to: Shirley Adkins
200 4th Ave. N Suite 110
Nashville 37219

E 24119

COUNTY REFERENCE

SEP 2 3 41 PM '77

DAVIDSON COUNTY, TENN.

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

DK

W. [illegible] 295

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POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That I, Mary Craige Kimbrough, a resident of Nashville, Davidson County, Tennessee, do hereby make, constitute and appoint my son, Miller G. Kimbrough, Jr., my true and lawful attorney for me, and in my name, place and stead, to transact any and all business for me and to handle and manage all of my property, both real, personal and mixed, and of every kind or character, and more specifically to do tht following acts and things:

1. To receive moneys or other properties payable or transmitted to me and to issue receipts in my name binding upon me, and in connection therewith to endorse my name to checks, drafts, notes or other instruments and to deposit the same in bank accounts either in my name or in the name of someone else, or to cash and receive the proceeds from any such checks, drafts, notes, etc.

2. To pay from my account or on my behalf my debts and obligations.

3. To sign checks or draw funds from bank accounts in my name and to make any such check payable as my attorney deems proper, and to open or close bank accounts in my name and to transact any and all business which I may have with respect to any funds on deposit at any banking institution.

4. To enter any lock box or safety deposit box rented in my name or in which I have property or in which I have a right of entry, and to withdraw papers and other documents from any such lock box or safety deposit box.

5. To sell, transfer, convey, lease, operate, manage or otherwise handle or deal with any properties which I may own, including, but not limited to, stocks, bonds, securities, real estate and other property; and in connection therewith to endorse my name for the purpose of transfer or otherwise to stock certificates or other securities, to sign my name to deeds, mortgages, deeds of trust, bills of sale, leases and other instruments, with such provisions and containing such terms and conditions as my said attorney deems appropriate and containing covenants of warranty binding upon me. My said attorney is expressly authorized to deliver any such documents or papers and to make leases for periods of time which may extend beyond my life. My said attorney is further authorized to receive the proceeds or consideration from any sale, transfer or other disposition of any of my properties. Any party dealing with my said attorney shall not be responsible for the application of the proceeds of any sale or other disposition of any of my properties.

6. To vote, either in person or by proxy, any stocks or securities I may have and to enter into any agreement with the issuer of any such stocks or securities, or others, pertaining to any such stocks or securities.

7. To borrow money from any bank or other lending institution or person, in my name or for my account, upon such terms and at such rate of interest as my said attorney deems proper, and in connection therewith to sign my name to promissory notes or other instruments evidencing any such loan; and in addition to pledge or hypothecate any of my properties as security for such loan and to sign my name to any necessary instrument of hypothecation.

8. To compromise, arbitrate or otherwise adjust claims in favor of or against me and where my said attorney deems appropriate to institute and prosecute any legal suit or action in my name or for my behalf.

9. To do any and all other acts and things for me or in my name or behalf with respect to any of my rights or properties, of every kind and character as my said attorney deems necessary or appropriate, and anyone dealing with my said attorney shall not be obligated to inquire into the propriety of any acts under or pursuant to this Power of Attorney, or to inquire into the use or disposition by my said attorney of any of my properties or the proceeds therefrom or the proceeds of any loan which my said attorney may make.

My said attorney is expressly authorized to do and perform all and every act or thing whatsoever requisite, necessary and proper to be done in the premises, as fully to all intents and purposes as I might or could do, with full power of substitution and revocation, and I hereby ratify and confirm all that my said attorney or his substitute, shall lawfully do or cause to be done by virtue hereof.

WITNESS my hand this 16 day of June, 1975.

Mary Craige Kimbrough

Mary Craige Kimbrough

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STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Laine G. McCormick a Notary Public in and for said County and State, the within named Mary Craige Kimbrough, the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 16th day of June, 1975.

Laine G. McCormick
Notary Public

My commission expires: 3/30/79

June 17 75 3:53 P.M.
23 335
$5.00