This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED BOOK 5721 PAGE 69

Form No. WD - 4

4826 03/13 565.00- CHECK

FROM
Harry Zimmerman and wife,
Mary Zimmerman

TO
Robert L. Van Dervoort, Jr. and
wife, Virginia Ann Van Dervoort

For draftsman's use

THIS INSTRUMENT PREPARED BY:
Graham B. Boyce
Attorney at Law
2300 21st Avenue, South
Nashville, Tennessee 37212

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
R. L. Van Dervoort, Jr. (NAME)	SAME (NAME)	26W3630
223 Mockingbird Road (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Map 103-12
Nashville, Tenn. 37205 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	Par. 154

(FOR REGISTER'S USE)

IDENTIF. REFERENCE

MAR 13 11 14 AM '81

FELIX A. MCLAUGHLIN REGISTER DAVIDSON COUNTY, TENN.

HSRD

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 167,500.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 12 DAY OF March 19 81.

Notary Public

MY COMMISSION EXPIRES: 4/22/84

(AFFIX SEAL)

3310 9

FOR AND IN CONSIDERATION OF the sum of (167,500.00)
One Hundred Sixty Seven Thousand Five Hundred and no/100 DOLLARS

of which $ 42,500.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed promissory note of even date in the principal sum of $125,000.00 payable to the order of Harry Zimmerman and wife, Mary Zimmerman, to be repaid in 360 monthly installments of $917.22 each the first payment being due and payable on April 1, 1981, and a like amount on the 1st day of each succeeding month until paid in full. Said payments to be applied first to interest of 8 percent per annum and balance to principal.

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expresly retained on the land herein conveyed,

we, Harry Zimmerman and wife, Mary Zimmerman

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto
Robert L. Van Dervoort, Jr. and wife, Virginia Ann Van Dervoort

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

TRACT 1: Land in Davidson County, Tennessee, being Lot No. 14 and the northerly 30 feet front of Lot No. 13 of Block "C" on the Plan of Cherokee Park, First Section as of record in Book 547, pages 169 and 170, Register's Office for said County, described together as follows:

Beginning on the westerly margin of Mockingbird Road at the corner of Lots Nos. 14 and 15; thence with the westerly margin of said Road, southwardly 90 feet; thence westwardly and parallel with the line between Lots 13 and 14, 199.43 feet more or less, to the westerly line of said Subdivision at a point 32 feet, more or less, south of the corner of Lots Nos. 13 and 14; thence with the westerly line of said Subdivision, North 15 degrees 20' west 58 feet, more or less, to a point 26 feet north of the corner of Lots 13 and 14; thence north 59 degrees 35' east 81.75 feet to the corner of Lots 14 and 15; thence with the line between said lots 14 and 15, eastwardly 157.38 feet to the beginning.

TRACT 2: Land in Davidson County, Tennessee, being the southerly one-half of Lot No. 15 of Block "C" on the Plan of Cherokee Park, Section 1, as of record in Book 547, pages 169 and 170, Register's Office for said County.

Said Part of Lot No. 15 fronts 30 feet on the westerly side of Mockingbird Road, and extends back on its southerly line, which line is the dividing line between Lots 14 and 15, 157.38 feet to a line in the rear, and on its northerly line 156.11 feet more or less to a line in the rear, and measures 35 feet on said rear line.

Being the same property conveyed to Harry Zimmerman and wife, Mary Zimmerman, by Deed from Ruby W. Burns, a widow, of record in Book 3097, Page 317, Register's Office for Davidson County, Tennessee.

This is unimproved ( ) improved (X) property, known as 223 (House Number) Mockingbird Road (Street) Nashville, Tenn. 37205 (P. O. Address: City or Town) (Postal Zone)

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, 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, our heirs and representatives, to warrant and forever defend the title to the said real estate to said grantees, 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 us in hand paid, we, the said grantees herein do hereby transfer and convey unto Stewart F. Kresge 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 grantees 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 $ 167,500.00 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 interest 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 grantees, 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 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 advise 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 the grantees herein, their heirs, 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 the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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 grantors and grantees, have hereunto set our hands this the 12 day of MAR. 19 81.

Robert L. Van Devoort, Jr.

Harry Zimmerman

Virginia Ann Van Dervoort

Mary Zimmerman

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, ..., a Notary Public in and for said County and State, the within named Harry Zimmerman and wife, Mary Zimmerman, and Robert L. Van Dervoort, Jr. and wife, Virginia Ann Van Dervoort 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, Tennessee, this 12th day of March, 19 81.

Carolyn Bowman, Notary Public.

Commission expires 4/22/84.

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 .....

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____ BOOK 5721 PAGE 71

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			167500.00-	CO
			125000.00-	MO
			435.50	CO TX
			123.00	MO TX
			.50	PRFEE
			6.00	WDEED
				CHECK 565.00-
4626A03/13/81				BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

3331 09

IDENTIF. REFERENCE

MAR 13 11 14 AM '81

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TENN.

No. 811541