FROM:

TO:

For draftsman's use

Prepared By
Ed Johnson Jr
Nashville, TN

BOOK 5981 PAGE 533

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Dukes, Dukes & Ledford Jim Beuerlein (NAME) 8th Floor Nashville Comm. Bank Building (STREET ADDRESS OR ROUTE NUMBER) Nashville TN (CITY) (STATE) (P. O. ZIP)	SAME (NAME) (STREET ADDRESS) (CITY) (STATE) (ZIP)	109-13 325

(FOR REGISTER'S USE)

H 2 2 7 4 8

IDENTIF. REFERENCE

DEC 22 3 14 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

RUSH

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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

$ 800,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 22nd DAY OF December, 19 82

Notary Public

MY COMMISSION EXPIRES: 10-15-83

(AFFIX SEAL)

INSTALLMENT DEED

FOR AND IN CONSIDERATION Of the sum of EIGHT HUNDRED THOUSAND AND 00/100 ($800,000) DOLLARS, of which TWO HUNDRED THOUSAND AND 00/100 ($200,000) DOLLARS, has been paid in cash by BELLWOOD TERRACE JOINT VENTURE, ("Grantee" herein), the receipt of which is hereby acknowledged, and for the remainder SIX HUNDRED THOUSAND AND 00/100 ($600,000) DOLLARS, the said Grantee has executed and delivered its Installment Deed Note (the "Note") of even date herewith, which Note bears ten (10%) percent per annum interest payable monthly and being due and payable on the first (1st) day of December, 1984 (copy attached hereto as Exhibit "A"), and providing for payment of attorney's fees, and to secure the payment of said Note, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, We, BILLY N. SHERRILL AND WIFE, CHARLENE SHERRILL, have this day bargained and sold, and do hereby transfer and convey unto the said BELLWOOD TERRACE JOINT VENTURE, a Tennessee joint venture comprised of Jim Beuerlein and Dukes, Dukes & Ledford, a Tennessee general partnership comprised of Glenn Dukes, Buddy

Dukes and Tom Ledford, their heirs, administrators, executors, successors and assigns, certain real estate in Davidson County, Tennessee, as follows:

> Land in Davidson County, Tennessee, being Lots Nos. 1, 2 and 12, Block "C" in the Bellwood Subdivision as of record in Book 547, Pages 149 and 150, Register's Office for Davidson County, Tennessee, described as follows:
>
> Said lots front 237.60 feet on the easterly side of Golf Club Lane (now known as Bowling Avenue) and run back between lines 353.05 feet on the southerly side and 460.08 feet on the northerly side, said side being along the southerly margin of Bellwood Drive, to a line in the rear, and measuring 194.31 feet on said lot.
>
> Being the same property conveyed to Billy N. Sherrill and wife, Charlene Sherrill, by deed from Bellwood, Inc., of record in Book 4606, Page 271, Register's Office for Davidson County, Tennessee.

Subject, however, to:

1. 1982 taxes, which have been prorated and assumed by the Grantee.

2. Forty-foot building setback line from Golf Club Lane and thirty-foot building setback line from Bellwood Drive as shown on plan of Bellwood as of record in Book 547, Page 150, said Register's Office.

3. Five-foot easement for public utility purposes along rear line of each lot and a 2½ foot easement along the line between Lots Nos. 12 and 13 contained in the restrictive covenants in deed from W. F. Randolph to W. W. Gambill of record in Book 775, Page 71, Register's Office for said County.

This is improved property, known as 500 Bowling Avenue, Nashville, Tennessee 37205.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said BELLWOOD TERRACE JOINT VENTURE, a Tennessee joint venture comprised of Jim Beuerlein and Dukes, Dukes & Ledford, a Tennessee general partnership comprised of Glenn Dukes, Buddy Dukes & Tom Ledford, their heirs, administrators, executors, successors 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 as set forth herein. We do further covenant and bind ourselves, our heirs and representatives, to warrant and

forever defend the title to said real estate to BELLWOOD TERRACE JOINT VENTURE, a Tennessee joint venture comprised of Jim Beuerlein and Dukes, Dukes & Ledford, a Tennessee general partnership comprised of Glenn Dukes, Buddy Dukes & Tom Ledford, their heirs, administrators, executors, successors 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 Note, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said Note, as it matures, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, we, the said BELLWOOD TERRACE JOINT VENTURE, a Tennessee joint venture comprised of Jim Beuerlein and Dukes, Dukes & Ledford, a Tennessee general partnership comprised of Glenn Dukes, Buddy Dukes & Tom Ledford, their heirs, administrators, executors, successors and assigns, do hereby transfer and convey unto TYREE B. HARRIS, IV, 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 BELLWOOD TERRACE JOINT VENTURE, a Tennessee joint venture comprised of Jim Beuerlein and Dukes, Dukes & Ledford, a Tennessee general partnership comprised of Glenn Dukes, Buddy Dukes & Tom Ledford, their heirs, administrators, executors, successors and assigns, 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 SIX HUNDRED THOUSAND AND 00/100 ($600,000) DOLLARS until the Note 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 and holder of said Note, 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 Note, 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 BELLWOOD TERRACE JOINT VENTURE, a Tennessee joint venture comprised of Jim Beuerlein and Dukes, Dukes & Ledford, a Tennessee general partnership comprised of Glenn Dukes, Buddy Dukes & Tom Ledford, their heirs, administrators, executors, successors and assigns, shall pay the Note aforesaid when due, according to its 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 said Note or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs in order to keep the premises in its present condition (or one which would result in a higher value) or keep said premises insured as herein provided; if we fail to reimburse the Trustee or lawful owner and holder of said Note for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said Note, 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 Note, the Note shall become due and payable at once after notice and opportunity to cure as set forth in the Note, 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. We agree, that the Trustee may, at any time after default in the payment of said Note, 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 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 the unpaid Note 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 BELLWOOD TERRACE JOINT VENTURE, a Tennessee joint venture comprised of Jim Beuerlein and Dukes, Dukes & Ledford, a Tennessee general partnership comprised of Glenn Dukes, Buddy Dukes & Tom Ledford, their heirs, administrators, executors, successors and 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 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 TYREE B. HARRIS, IV, Trustee, shall be vested in said successor.

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 BILLY N. SHERRILL AND WIFE, CHARLENE SHERRILL, and, BELLWOOD TERRACE JOINT VENTURE, a Tennessee joint venture comprised of Jim Beuerlein and Dukes, Dukes & Ledford, a Tennessee general partnership comprised of Glenn Dukes, Buddy Dukes & Tom Ledford, hereunto set our hands at Nashville, Tennessee, this the 22nd day of December, 1982.

GRANTOR:

Billy N. Sherrill by Lillian B. Evans
BILLY N. SHERRILL

Charlene Sherrill by Lillian Evans
CHARLENE SHERRILL

By: _____
Lillian B. Evans,
Attorney-in-Fact

By: _____
Lillian B. Evans,
Attorney-in-Fact

GRANTEE:

BELLWOOD TERRACE JOINT VENTURE,
a Tennessee Joint Venture Comprised Of:

_____
JIM BEUERLEIN

DUKES, DUKES & LEDFORD, a Tennessee
General Partnership Comprised Of:

By: _____
Glenn Dukes

By: _____
Buddy Dukes

By: _____
Tom Ledford

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

On this 22nd day of December, 1982, before me personally appeared LILLIAN B. EVANS, to me known to be the person who executed the foregoing instrument in behalf of BILLY N. SHERRILL AND WIFE, CHARLENE SHERRILL, and who acknowledged that she executed the same as the free act and deed of said BILLY N. SHERRILL AND WIFE, CHARLENE SHERRILL.

Witness my hand and official seal at Nashville, Tennessee, the day and year first above written.

Nancy Grace
NOTARY PUBLIC

MY COMMISSION EXPIRES: 10-21-84.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named JIM BEUERLEIN, the 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 22 day of December, 1982.

A. J. Johnson Jr.
NOTARY PUBLIC

MY COMMISSION EXPIRES: 10-15-83.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared GLENN DUKES, BUDDY DUKES AND TOM LEDFORD, with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be Partners of DUKES, DUKES & LEDFORD, the within named bargainor, a Tennessee general partnership, and that they as such Partners, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal this 22 day of December, 1982.

A. J. Johnson Jr.
NOTARY PUBLIC

MY COMMISSION EXPIRES: 10-15-83.

INSTALLMENT DEED NOTE

$600,000.00

Nashville, Tennessee
December 22, 1982

FOR VALUE RECEIVED, we promise to pay to the order of BILLY N. SHERRILL AND WIFE, CHARLENE SHERRILL, the principal sum of SIX HUNDRED THOUSAND AND 00/100 ($600,000.00) DOLLARS, payable as follows: the principal payment of SIX HUNDRED THOUSAND AND 00/100 ($600,000.00) DOLLARS shall be due on or before twenty-four (24) months from the date hereof. We further agree to pay interest at the rate of ten (10%) percent per annum on the said principal amount in monthly installments, the first such interest payment to be due on or before February 1, 1983. This Note may be prepaid at any time.

All installments, whether of principal or interest, due on this note are payable in Nashville, Tennessee, at par and lawful money of the United States of America at a place designated by the holder.

This note is secured by an Installment Deed of even date herewith, recorded in the Register's Office of Davidson County, Tennessee, made by the Maker hereof to Tyree B. Harris, IV, conveying certain property, being Lots 1, 2 and 12, Block "C" in the Bellwood Subdivision as of record in Book 547, Pages 149 and 150, Register's Office for Davidson County, Tennessee, and being the same property conveyed to Billy N. Sherrill and wife by deed from Bellwood, Inc., of record in Book 4606, Page 271, in said Register's Office.

In the event of a default hereunder or under the Installment Deed, holder shall give at least ten (10) days' written notice thereof to Maker, c/o Jim Beuerlein and Dukes, Dukes & Ledford, at 8th Floor, Nashville City Bank Building, Nashville, Tennessee, either by personal delivery or by Certified U.S. Mail, and Maker shall have opportunity to cure within this ten (10) day period.

EXHIBIT "A"

In the event of a default hereunder, or under the Installment Deed, the holder of this Note shall first foreclose on the lien reserved in the Installment Deed and any personal liability to the Makers (or their successors or assigns) for a deficiency between the amount realized at such foreclosure sale and the indebtedness evidenced by this Note (including attorneys fees and costs of collection) or in Maker's performance under the Installment Deed) shall be limited to $66,666.67. Payee agrees to look only to the real estate which is the security for the lien reserved in the Installment Deed for satisfaction of such indebtedness and performance (except for such $66,666.67).

Demand, notice and protest are expressly waived, and we further agree to pay all expenses and costs, including reasonable attorney's fees incident to the collection of this note in the event the same shall be placed in the hands of an attorney for collection.

BELLWOOD TERRACE JOINT VENTURE,
a Tennessee Joint Venture Comprised Of:

COPY

JIM BEVERLEIN

DUKES, DUKES & LEDFORD, a Tennessee
General Partnership Comprised Of:

By: _____
Glenn Dukes

By: COPY
Buddy Dukes

By: _____
Tom Ledford

OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____ BOOK 5981 PAGE 542

FOR _____

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
			800000.00- CO	
			600000.00- MO	
			2080.00 CO TX	
			598.00 MO TX	
			.50 PRFEE	
			27.00 WDEED	
			CHECK 2705.50-	
			7031A12/22/82 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 2 2 7.4 8

IDENTIF. REFERENCE

DEC 22 3 14 PM '82

FELIX Z. WILSON II REGISTER DAVIDSON COUNTY, TN

No. 917250