Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Thomas L. Mertens	Third National Mortgage	162-16-DA-46
(NAME:)	(NAME:)	
9 Sycamore Court	444 James Robertson Parkway	Field Book
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, TN	Nashville, TN 37219	5DU-62908
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

BOOK 6131 PAGE 857

FOR AND IN CONSIDERATION of the sum of Forty Eight Thousand & 00/100 ($48,000.00) ---------- *Dollars,*

of which Five Thousand, Four Hundred Nine & 87/100 ($5,409.87) ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Forty Two Thousand, Five Hundred Ninety & 87/100 ($42,590.87) ---------- *Dollars,*

Thomas L. Mertens *has assumed* and agrees to pay the balance of $31,590.87 owing upon an indebtedness to Third National Bank secured by a deed of trust executed by David Douds to John A. Hubbard, Trustee, of record in Book 4984, page 549, Register's Office for Davidson County, Tennessee; and has executed two (2) promissory notes of even date herewith, payable to Grantor, one in the principal amount of $5,000.00 bearing interest at ten per cent and due October 1, 1983; the other in the amount of $6,000.00, due three years after date, bearing interest at ten (10) per cent per annum, payable monthly, and providing for acceleration of principal in event of sale of property,

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,

I, LARRY OGLE, unmarried,

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

THOMAS L. MERTENS, unmarried, his

~~successors~~, *heirs and assigns,*

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

A certain condominium unit in Mill Creek Club, a horizontal property regime in Davidson County, Tennessee, as follows:

A Unit No. 9, Building 10, known as 9 Sycamore Court, on the Plan of Section I, Phase I, Mill Creek Club, as of record in Book 4860, page 11, as revised in Book 5050, page 103, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Larry Ogle, a single person, by deed from Dave Douds, of record in Book 5421, page 256, Register's Office for Davidson County, Tennessee.

And together with, but subject to, all provisions, including without limitation, all conditions, covenants, restrictions, purchase and option agreements, liens, burdens, assessments and other undertakings contained in the Master Deed of record in Book 4887, page 961, as amended by Book 5000, page 607, and second amendment in Book 5101, page 809, Register's Office for Davidson County, Tennessee; the By-Laws for the administration of building of record in Book 4887, page 985; easements, rights, and interest in favor of other unit owners of all sewer, water, electrical, telephone and other utility easements now or hereafter established over, through or upon the land embracing the condominium and building thereon; the Declaration of Covenants and Restrictions of record in Book 4792, page 725; and also subject to the provisions and requirements in the laws of the State of Tennessee respecting the establishment and maintenance of a condominium and particularly Section 64-2701, et seq., of the Tennessee Code Annotated, as amended.

This instrument was prepared by Rebecca Thomas, Attorney
300 James Robertson Parkway, Nashville, Tennessee 37201

5445

09/07 1984 3:30 CHELX

This conveyance is also subject to an Agreement as set out in Book 5323, page 214, Register's Office of Davidson County, Tennessee.

Taxes for 1983 have been prorated and assumed by grantee.

This is unimproved ( ) improved (X) property, known as 9 Sycamore Court, Nashville, TN
(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 Thomas L. Mertens, his ~~successors~~, *heirs and assigns forever.* I *covenant that* I am *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 stated above.

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Thomas L. Mertens, 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 Thomas L. Mertens *hereinafter referred to as trustors, hereby transfer and convey unto* Thomas B. Bartlett, *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

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 1st *day of* September, *19*83.

Larry Ogle
LARRY OGLE

Thomas L. Mertens
THOMAS L. MERTENS

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, ..., *a Notary Public in and for said County and State,* Larry Ogle, unmarried, and Thomas L. Mertens, unmarried,

*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* 1st *day of* September, *19*83.

William N. Cameron *Notary Public*

Commission expires 10-7-1985

STATE OF.....
COUNTY OF.....

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Personally appeared before me, ...a Notary Public in and for said County and State, ...

the within named bargainor....., with whom I am personally acquainted, and who acknowledged that..... executed the within instrument for the purposes therein contained.

Witness my hand and official seal at.....,
this.....day of....., 19.....

.....*Notary Public*

Commission expires.....

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 corporatoin by .....self as.....

Witness my hand and seal, at office in.....,
this.....day of....., 19.....

.....*Notary Public*

Commission expires.....

STATE OF TENNESSEE)
COUNTY OF DAVIDSON) The actual consideration or value, whichever is greater, for this transfer is $48,000.00.

Thomas L. Mertens
Affiant

Sworn to and subscribed before me, this the 1st day of September 1983.

William N. Cameron
Notary Public

My commission expires: 3-20-85

PUBLIC NOTARY CLIFFORD H. CAMERON DAVIDSON COUNTY, TENN.

PUSH

INSTALLMENT DEED

FROM

LARRY OGLE

TO

THOMAS L. MERTENS

FELIX Z. KNOWLES, REGISTER
DAVIDSON COUNTY, TN
SEP 7 11 58 AM '83

IDENTIFICATION REFERENCE

Compliments of
Guaranty Title Company
A Division of
Kansas City Title Insurance Company
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE

H 7.1 9 6 2

OFFICIAL RECEIPT

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

RECEIVED OF_____

FOR_____

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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
			48000.00- CO	
			11000.00- MO	
			124.80 CO TX	
			9.00 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK 146.30-	
5445A	09/07/83		BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 7.1.9 6.2

IDENTIF. REFERENCE

SEP 7 11 58 AM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 976800