File 60

This Instrument Prepared By:

GORDON & BOTTORFF, P.C.
Attorneys at Law
5201 Maryland Way
Brentwood, Tennessee 37027
(615) 373-4242

BOOK 7669 PAGE 939

INSTALLMENT DEED

Address New Owner as Follows:	Send Tax Bills To:	Map-Parcel Nos.
Mr. & Mrs. James Everett 5657 Oakes Drive Brentwood, TN 37027	Owner	160-14-A 6

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

The actual consideration or value, whichever is greater, for this transfer is $127,000.00.

James L. Everett
Affiant

SUBSCRIBED AND SWORN TO before me, this 3rd day of October, 1988.

Mary L. Hickerson
Notary Public

My Commission Expires: 10-2-89

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FOR AND IN CONSIDERATION of the sum of One Hundred Twenty-Seven Thousand and 00/100 Dollars ($127,000.00) of which Seventy-Five Thousand and 00/100 Dollars ($75,000.00) has been paid in cash by JAMES L. EVERETT AND WIFE, BILLIE M. EVERETT, (the "Grantees" herein), the receipt of which is hereby acknowledged by the Grantors herein, and for the remaining Fifty-Two Thousand and 00/100 Dollars ($52,000.00), the said Grantees herein have executed their promissory note of even date herewith in the said amount of Fifty-Two Thousand and 00/100 Dollars ($52,000.00) payable to the order of the said Grantors herein on or before January 10, 1989, with said note providing for payment of attorney's fees, and for which to secure the payment of said note indebtedness, principal, and attorney's fees a vendor's lien is expressly retained by the said Grantors on the property herein conveyed;

NOW THEREFORE, JACK L. SCHUETT AND WIFE, JEANINE T. SCHUETT, the Grantors, have this day bargained and sold, and do hereby transfer and convey unto the said JAMES L. EVERETT AND WIFE, BILLIE M. EVERETT, their heirs, successors and assigns, that certain tract of land described as follows, to wit:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging to the said JAMES L. EVERETT AND WIFE, BILLIE M. EVERETT, their heirs, successors and assigns forever. The said JACK L. SCHUETT AND WIFE, JEANINE T. SCHUETT do covenant with JAMES L. EVERETT AND WIFE, BILLIE M. EVERETT that they are lawfully seized and possessed of said land in fee simple, they have a good right to convey it, and same is unencumbered.

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $52,000."

JACK L. SCHUETT AND WIFE, JEANINE T. SCHUETT, further covenant and bind themselves, their heirs and assigns, to warrant and forever defend the title to said real property to the said JAMES L. EVERETT AND WIFE, BILLIE M. EVERETT, their heirs, successors and assigns, against the lawful claims of all persons claiming by or through the said Grantors.

AND NOW, for the purpose of better and more effectually securing the payment of the said indebtedness of the Grantors, rendering unnecessary court procedings for the enforcement of the said vendor's lien in the event of the non-payment of the said indebtedness referred to herein as it is due and payable or matures, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Grantees herein, JAMES L. EVERETT AND WIFE, BILLIE M. EVERETT, (hereinafter referred to as the "Trustor"), hereby transfer and convey unto Thomas I. Bottorff, (hereinafter referred to as the "Trustee"), his successors and assigns, all of their right, title and interest in and to the real property hereinbefore described, together with the appurtenances, estate, title and interest thereto belonging to the said Trustor upon the following uses and trusts:

Trustor agrees to keep all buildings and improvements now on, or to be hereafter erected on said property, which has not been released herefrom, insured in some reliable fire insurance company, or companies, for the maximum insurable value of said buildings or improvements until the indebtedness herein secured is fully paid, and to have the loss, if any, made payable on the policy, or policies, to the aforesaid Trustee for the benefit of the lawful owner or holder of said indebtedness as their interests may appear.

Trustor further agrees (a) to pay all taxes and assessments thereon, general or special, and to pay them when due, to the holder of said indebtedness 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; and (b) 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, to pay for or reimburse the Trustee or the lawful holder or holders of said indebtedness for the reasonable costs and expenses, including attorney's fees, which may be paid or payable to such appearance or proceedings, by Trustor or the lawful owner or holder of said indebtedness, upon demand, and, upon Trustor's failure to do any of these things, then and in that event the said Trustee, or the lawful owner and hold of said indebtness may do or pay any or all of these things and the amounts so paid shall bear ten percent (10%) interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

NOW, if Trustor shall pay the indebtedness, taxes and insurance 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 shall be of no further force or effect. But if said indebtedness, taxes or insurance, or any installment thereof, or interest thereon, is not paid promptly when due, or if failing to keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, Trustor fails 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 (30) days from date of demand for 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, may be accelerated and 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 (20) 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, and all other rights of redemption prior to or following foreclosure, statutory or otherwise, including, but not limited to rights set

forth in T.C.A. §66-8-101, et seq. homestead, dower and all other exemptions of every kind, all of 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 Trustor may bid at any sale under this trust conveyance. The Trustee may, at any time after default in the payment of said indebtedness, enter and take possession of said property. It is further agreed that even 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 Trustor, its 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 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.

WITNESS our hands, respectively, this 3rd day of October, 1988.

GRANTORS:

Jack Schuett
JACK L. SCHUETT

Jeanine T. Schuett
JEANINE T. SCHUETT

GRANTEES AND TRUSTOR:

James L. Everett
JAMES L. EVERETT

Billie M. Everett
BILLIE M. EVERETT

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public of and for said county and state, JACK L. SCHUETT AND WIFE, JEANINE T. SCHUETT, the within named bargainor, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the foregoing instrument for the purposes therein contained.

Witness my hand at office in Brentwood, Tennessee, this 3rd day of October, 1988.

Mary L. Heckmann
Notary Public

My Commission Expires: 10-2-89

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public of and for said county and state, JAMES L. EVERETT AND WIFE, BILLIE M. EVERETT, the within named bargainor, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

Witness my hand at office in Brentwood, Tennessee, this 3rd day of October, 1988.

Mary L. Heckmann
Notary Public

My Commission Expires: 10-2-89

Everett ID

3928 10/04 0101 03CHECK 492.10

EXHIBIT A

Land in Davidson County, Tennessee comprising a portion of Highland Courts, said project having been established as a Horizontal Property Regime by Master Deed and Declaration and By-Laws dated the 30th day of April, 1976, and recorded in the Register's Office for Davidson County, Tennessee, in Book 5024, page 549, and said premises being more particularly described as follows:

BUILDING Site 6 of said project as shown on the Plan recorded in Book 4860, page 101, said Register's Office, excepting and reserving any portion of the common elements lying within said Building Site and easements through said Building Site appurtenant to the common elements and other Building Sites, all as set forth in the Declaration and an undivided 6.25% interest appurtenant to the Building Sites in all common elements of said project as described in said Declaration including the land described below:

A parcel of land in the Sixth Civil District of Davidson County, Tennessee, being more particularly described as follows:

Beginning at a point in the west margin of Oakes Drive, said point being the south corner of Parcel M of Highlands of Brentwood; thence southerly along the west margin of said Oakes Drive as follows: South 2 deg. 52' West, 674.67 feet to a point; southerly 255.83 feet with a curve to the right, having a radius of 1,204.49 feet to a point; southwesterly 40.3 feet with a curve to the right, having a radius of 25 feet to a point in the north margin of Fox Ridge Drive; thence westerly 132.32 feet with said street margin and a curve to the right having a radius of 259.20 feet to a point; thence North 43 deg. 17' West, 41.56 feet to a point in said street margin, said point being the southeast corner of Parcel K, of the Highlands of Brentwood; thence North 2 deg. 52' East, 854.83 feet with the east line of said Parcel K and the east line of Parcel L of the Highlands of Brentwood to a point at the southwest corner of Parcel M of the Highlands of Brentwood; thence South 87 deg. 08' East, 202.0 feet to the point of beginning. Containing 4.20 acres, more or less.

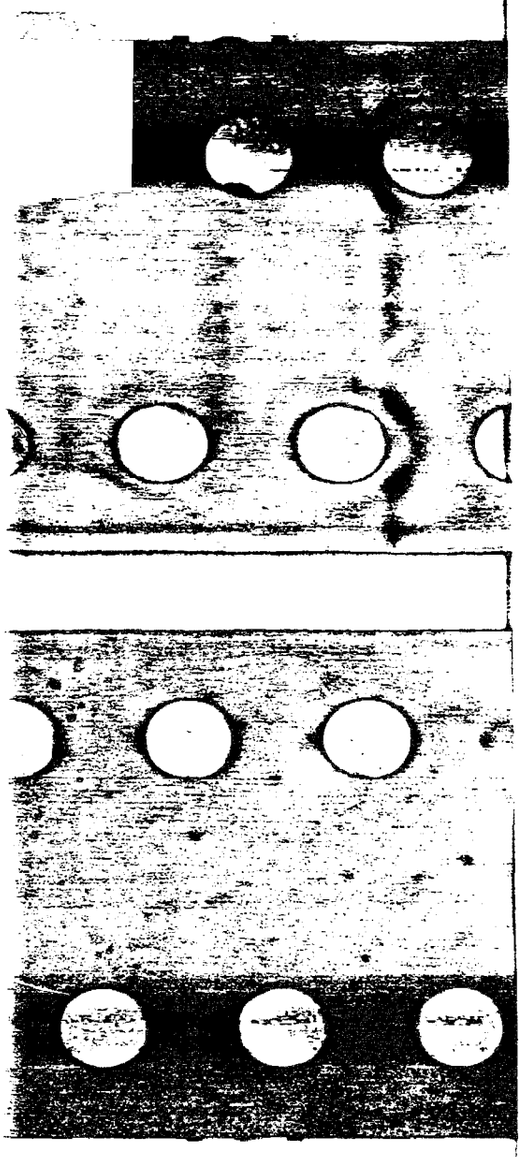
Being the same property conveyed to Jack Schuett and wife, Jeanine Schuett, by deed of record in Book 5886, page 229, Register's Office for Davidson County, Tennessee.

7.3512

IDENTIFICATION REFERENCE

OCT 4 4 24 PM '88

FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY, TN



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 TAX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TAX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL

CAMT

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK 127000.00

MAMT	52000.00
CON TX	419.10
MOR TX	57.50
PRFEE	0.50
WDEED	15.00
TOTAL	492.10
CHECK	492.10

10/04/88 01 16:18 0001 3928

7.35 I.2

IDENTIFICATION REFERENCE

OCT 4 4 14 PM '88

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 140765