This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD - 4

FROM

ROBERT H. HERRMAN

TO

HERBERT DWAYNE MAYBERRY, and wife, GLORIA D. MABYERRY

For draftsman's use

THIS INSTRUMENT PREPARED BY:

JAMES A. CARNEY
Attorney at Law
905 Stahlman Building
Nashville, Tennessee 37201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Herbert Dwayne Mayberry, et ux (NAME)	Randall Realty Company (NAME)	Map 80-8
3222 Holland Lane (STREET ADDRESS OR ROUTE NUMBER)	905 Stahlman Building (STREET ADDRESS)	Parcel 120
Nashville, Tennessee 37218 (CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee 37201 (CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

Davidson County DEEDINST
Recvd: 12/15/00 15:55 2pgs
Fees:11.00 Taxes:249.45

20001215-0123580

MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $50,000.00

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 52,500.00

Gloria D. Mayberry
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 1st DAY OF October, 2000

Notary Public

MY COMMISSION EXPIRES: 03/28/02

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Fifty Two Thousand Five Hundred ($52,500.00) DOLLARS

of which $ 2,500.00 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 a promissory note of even date herewith in the principal sum of Fifty Thousand ----- And No/00 ----- ($50,000.00) Dollars, bearing interest at the rate of 12% per annum, payable to the order of Robert H. Herrman in monthly installments of Five Hundred Fourteen ----- And 31/100 ----- ($514.31) Dollars each, commencing on the 1st day of October, 2000, and continuing on the 1st day of each succeeding month thereafter until fully paid. A late charge of 10% of the installment due will be charged and paid on any monthly installment due and not paid on or before ten (10) days after due date. An additional sum equal to 1/12 of the annual real estate taxes and insurance premium will be paid monthly as escrow to noteholder for payment of same by noteholder when due,

MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $50,000.00

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 expressly retained on the land herein conveyed,

Robert H. Herrman

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Herbert Dwayne Mayberry and wife, Gloria D. Mayberry,

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

Land in Davidson County, Tennessee, being Lot No. 293 on the plan of Bordeaux Hills Section II of record in Book 3600, page 7, Register's Office for said County.

Said Lot No. 293 fronts 54 feet on the easterly side of Holland Lane and extends back 120.91 feet to the northerly line and 124.5 feet on the southerly line to a dead line in the rear which is a broken line on which it measures 62.39 feet.

Being the same property devised to Robert H. Herrman by Will from Shirley L. Randall of record in Will Book 175, page 500, Probate Court Clerk's Office for Davidson County, Tennessee, recorded in Book 10781, page 915, Register's Office for Davidson County, Tennessee.

This conveyance is a "Wrap Around" subject only to an old Deed of Trust dated February 4, 1980, being paid according to the terms of said instrument by Grantor, Robert H. Herrman.

Subject property is not the principal residence of Grantor nor his spouse.

This is improved (XX) unimproved ( ) property, known as 3222 (House Number) Holland Lane (Street) Nashville, TN 37218 (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 represenatives, 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 Bill Herrman 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 $ 50,000.00 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, the statutory right of redemption, homestead, dower, statutory or elective rights, 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 1st day of October, 2000.

Robert H. Herrman
ROBERT H. HERRMAN

Herbert Dwayne Mayberry
HERBERT DWAYNE MAYBERRY

Gloria D. Mayberry
GLORIA D. MAYBERRY

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me Beverly M. Hobbs, a Notary Public in and for said County and State, the within named Robert H. Herrman, Herbert Dwayne Mayberry and wife, Gloria D. Mayberry, the bargainors, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), 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 1st day of October, 2000.

Beverly M. Hobbs
Notary Public

BEVERLY M. HOBBS NOTARY PUBLIC LARGE TENN. DAVIDSON COUNTY

Commission expires 03/23/02

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, (or proved to me on the basis of satisfactory evidence), 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 _____