Send Tax Notices to: William Eugene Murrell and wife
Joyce Marrs Murrell
504 Annex Avenue
~~Nashville, Tennessee 37209~~

Map 90 12 128
Field Book No. 8DA 25745

INSTALLMENT DEED

BOOK 4171 PAGE 355

For and in Consideration of the sum of ($2,500.00) Two Thousand Five Hundred and No/100ths ---------- Dollars, of which ($250.00) Two Hundred Fifty and No/100ths ---------- Dollars, has been paid in cash by William Eugene Murrell and wife, Joyce Marrs Murrell the receipt of which is hereby acknowledged, and for the remainder ($2,250.00) Two Thousand Two Hundred Fifty and No/100ths ---------- Dollars, the said William Eugene Murrell and wife, Joyce Marrs Murrell have executed their installment deed note in the principal sum of ($2,250.00) Two Thousand Two Hundred Fifty and No/100ths Dollars, with interest at the rate of six percent (6%) per annum, payable to the order of Consolidated Developments, Inc., in monthly installments of ($50.00) Fifty Dollars, which includes principal and interest, the first payment being due September 30, 1967, and another payment on the 30th day of each month thereafter until principal and interest are paid in full.

Grantor will release lot when same has been fully paid for by grantee.

all of said notes bearing six per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, Consolidated Developments, Inc., a Tennessee Corporation has ~~have~~ this day bargained and sold, and do hereby transfer and convey unto the said William Eugene Murrell and wife, Joyce Marrs Murrell, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 187 on the Plan of Charlotte Park, Section 2, as of record in Book 2663, pages 22 and 23, Register's Office for said County, described as follows:

Said Lot No. 187 fronts 75.0 feet on the southeasterly side of Annex Avenue and extends back 201.0 feet on the northeasterly line and 98.0 feet on the southwesterly line, to an irregular line in the rear on which it measures 127.4 feet.

Being part of the property conveyed to Consolidated Developments, Inc. by deed from Mary L. McPherson, of record in Book 2453, page 617, said Register's Office.

This conveyance is subject to restrictions, easements, setback lines, and conditions of Owner's Certificate, of record in Book 2689, page 38, and as shown on Plan of Record in Book 2663, pages 22 and 23, and to the rights, conditions, obligations and restrictions regarding use of a sewage system, stated in agreement between Consolidated Developments, Inc. and City of Nashville, of record in Book 2593, page 566, Register's Office for Davidson County, Tennessee.

This instrument prepared by: T. C. Summers Co., Inc.
745 Berry Road, Suite 102
Nashville, Tennessee 37204
Telephone 297-6577

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said William Eugene Murrell and wife, Joyce Marrs Murrell Consolidated Developments, Inc. heirs and assigns forever, ~~I~~ covenant that it is 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 for taxes for 1967, which are assumed and to be paid by buyer when due.

It further covenants and binds itself, its successors heirs and representatives, to warrant and forever defend the title to said real estate to said William Eugene Murrell and wife, Joyce Marrs Murrell, 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 William Eugene Murrell and wife, Joyce Marrs Murrell

do hereby transfer and convey unto W. Raymond Denney, 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 William Eugene Murrell and wife, Joyce Marrs Murrell 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 $ ////////////////// 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 interst 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 William Eugene Murrell and wife, Joyce Marrs Murrell 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 trust 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 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 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 grantees 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 W. Raymond Denney, 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 Consolidated Developments, Inc. and William Eugene Murrell and wife, Joyce Marrs Murrell hereunto set our hands at Nashville, Tennessee, this the 31st day of August 1967

CONSOLIDATED DEVELOPMENTS, INC.

Attest:

Thomas C. Summers

W. E. Richardson, Jr., Secretary

Thomas C. Summers, President

William Eugene Murrell

Joyce Marrs Murrell

Joyce Marrs Murrell

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Verna B. Curley, a Notary Public in and for said County and State, the within named William Eugene Murrell and wife, Joyce Marrs Murrell

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 31st day of August, 1967

Verna B. Curley, Notary Public.

Commission Expires 10/21/68

STATE OF _____

_____ **County.**

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the 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
Davidson County

Before me, Verna B. Curley, a Notary Public within and for the State and County aforesaid, personally appeared Thomas C. Summers and W. E. Richardson, Jr. with whom I am personally acquainted and who upon (their several oaths) acknowledged (themselves) to be the President and Secretary respectively of the Consolidated Developments, Inc. the within named bargainor, a corporation, and that (they) as such President and Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said Thomas C. Summers as such President, and attesting the same by the said W. E. Richardson, Jr. as such Secretary

Witness my hand and official seal at office at Nashville, Tennessee on this the 31st day of August, 1967

My commission expires 10/21/68

Verna B. Curley
Notary Public

(Mail - T.C.Summers Co., Inc.
745 Berry Road)

INSTALLMENT DEED

FROM

Consolidated Developments, Inc.

TO

William Eugene Murrell and wife,

Joyce Marrs Murrell

Lot 187, Sec. 2, Charlotte Park Subdivision

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

88448

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

SEP 18 10 16 AM '67

NOTED: BOOK 117 PAGE 327
RECORDING FEE $ 6.00
DEP. REG. M

JOHN TERRY CO. NASHVILLE

STATE TAX $ 3.75
PROBATE .50
TOTAL $ 4.25

SEP 18 1967

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
PAID SEP 18 1967 mk

STATE TAX $ 2.25
PROBATE .50
TOTAL $ 2.75

SEP 18 1967

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
PAID SEP 18 1967 mk

3.75
2.25
6.00