THIS INSTRUMENT WAS PREPARED BY
DAVID RUTHERFORD
ATTORNEY-AT-LAW
NASHVILLE BANK & TRUST BLDG., NASHVILLE, TENN.

Installment Deed

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ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Murff Development Co.		
(NAME): P.O. Box 50078	(NAME): Same	161
(STREET ADDRESS OR ROUTE NUMBER): Nashville, Tenn 37205	(STREET ADDRESS)	77 pw
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Eighty-Nine Thousand Seven Hundred and no/100----------($89,700.00)----------*Dollars,*

of which Twenty-Six Thousand Thirteen and no/100----------
----------($26,013.00)----------*Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Sixty-Three Thousand Six Hundred Eighty-Seven and no/100-----($63,687.00)----------*Dollars,*

Murff Development Company,

has executed

one note of even date herewith in the principal sum of $63,687.00, payable to the order of Benjamin Ramsey McMurray, Joy McMurray Williams and Jean McMurray Locke, in two annual installments of $31,843.50 each, the first installment falling due one year from date and the other installment falling due two years from date, with interest from date on the entire unpaid balance at the rate of 6% per annum, payable annually,

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, We, Benjamin Ramsey McMurray, Joy McMurray Williams and Jean McMurray Locke,

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

its *(successors), heirs and assigns,*

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

Land in the 6th Civil District of Davidson County, Tennessee, being part of Lot No. 5 in the division of John Rains, deceased, property, of record in Minute Book "I", page 495, County Court for said County, described according to a survey made by E. L. Miller, Jr., & Co., Surveyors, January 25, 1965, as follows:
Beginning at an iron pin in the southern boundary line of the McMurray Woods Subdivision Section Two, of record in Book 3300, page 79, Register's Office for said County, at the northeast corner of part of said lot No. 5 conveyed to Atlas Construction Company by deed from W. H. McMurray and wife, of record in Book 3503, page 432, said Register's Office; thence with the eastern boundary line of said Atlas Construction Company's property south 39° 25' east 1000 feet to an iron pin and south 59° 40' east 417 feet to an old stone corner in the northern boundary line of said Atlas Construction Company's property; thence with same south 87° 40' east 666 feet to an iron pin in a fence in the western boundary line of the Hardison property; thence with said Hardison property and property owned by McMurray north 4° 12' east 1031 feet to a concrete monument in the southern boundary line of the McMurray Woods Subdivision, Section One, of record in Book 2900, page 99, said Register's Office; thence with the southern boundary line of McMurray Woods, Section One, north 89° 02' west 1034.6 feet to the common corner of said Section One and Two; thence

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 89700.00

Subscribed and sworn to before me, this the 14th day of June, 1972

Mary Ramsey, Agent
Affiant

My commission expires: My Commission Expires May 4, 1975
(Affix Seal)

Raymond H Darnell
Notary Public

with said southern boundary line of Section Two south 87° 04' west 702.6 feet to the beginning, containing 29.9 acres more or less. Being part of the real property devised to John Thomas McMurray, William Hammer McMurray, Benjamin Ramsey McMurray, Joy McMurray Williams and Jean McMurray Locke, by will of Frank R. McMurray, deceased, of record in Will Book 81, page 420, County Court for said County, and the said John Thomas McMurray and William Hammer McMurray, convey their interest in premises to Benjamin Ramsey McMurray, Joe McMurray Williams and Jean McMurray Locke, by deed of record in Book 4012, page 318, Register's Office for said County.

unimproved ( )
This is improved ( ) property, known as ..... (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 Murff Development Company, its *(successors), 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 representatives, to warrant and forever defend the title to said real estate to said* Murff Development Company its *(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 Murff Development Company *hereinafter referred to as trustors, hereby transfer and convey unto* L. R. Grimes, Jr., *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 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, all the costs and

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.

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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 14th *day of* June, *19* 72.

Jean McMurray Locke

Joy McMurray Williams

Benjamin Ramsey McMurray

MURFF DEVELOPMENT COMPANY

By James Brewer Jr.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Raymond H Dawson, *a Notary Public in and for said County and State,* Benjamin Ramsey McMurray, Joy McMurray Williams and Jean McMurray Locke; ~~Murff Development Company~~

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* 14th *day of* June, *19* 72

My Commission Expires May 4, 1975

Raymond H Dawson *Notary Public*

Commission expires

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, Raymond H Darrow, *a Notary Public of the State and County aforesaid, personally appeared* ~~Murff Development~~ Frank Brewer, *with whom I am personally acquainted, and who, upon oath acknowledged* himself *to be* President of the Murff Development Company, *the within named bargainor, a corporation, and that* he *as such* President, *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* himself *as* President

Witness my hand and seal, at office in Nashville, Tennessee,
this 14th *day of* June, *19*72

My Commission Expires May 4, 1975

Raymond H Darrow *Notary Public*

Commission expires.....

JUN 15 72	CONV	89,700.00			
JUN 15 72	MORT'G	63,687.00			
JUN 15 72	S'TAX		A*	233.22	
JUN 15 72	S'TAX		A*	61.70	
JUN 15 72	PR'FEE		A*	.50	
JUN 15 72	W'DEED		A*	8.00	* 303.42

INSTALLMENT DEED

FROM

TO

B 63572

IDENTIF. REFERENCE

JUN 15 10 22 AM '72

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE