This Instrument Prepared By:
Kious & Waldron, Attorneys
Murfreesboro, Tennessee 37130

Mail-7

15-5

Parties responsible for
payment of taxes: - Buyer

STATE OF TENNESSEE
Harry Lewis Gray and wife, Essie Lee Gray
813 Cedarcrest Avenue
COUNTY OF DAVIDSON
Madison, Tennessee 37115

BOOK 4815 PAGE 42

FOR AND IN THE CONSIDERATION of NINE THOUSAND AND FIVE HUNDRED AND NO/100 DOLLARS, of which amount $1,000.00 is cash in hand paid, the receipt whereof is hereby acknowledged, and the balance of the consideration evidenced by promissory note of even date in the sum of $8,500.00, executed by the grantees to the grantors, and due and payable in one hundred forty-four monthly installments of One Hundred One and 59/100 Dollars ($101.59) each, which note draws ten (10%) per cent interest from date, payable monthly upon the unpaid balance of said note;

We, the undersigned, David H. Eubank and wife, Bettye Jean Eubank, have this day bargained and sold and do hereby transfer and convey unto Harry Lewis Gray and wife, Essie Lee Gray, their heirs and assigns, forever, the following described real estate situated in Davidson County, Tennessee, and described as follows:

> Land in Davidson County, Tennessee, being the northerly 51 feet of Lot No. 16, Block "B" on the Map of Crestview Estates, of record in Book 843, page 81, Register's Office for said County.
>
> Being the same land conveyed to David H. Eubank and wife, Bettye Jean Eubank, by deed from Joe H. Doochin et ux of record in Deed Book 2489 at Page 430 of the Register's Office of Davidson County, Tennessee.

TO HAVE AND TO HOLD the said real estate, together with all of the appurtenances, estate and title thereunto belonging unto the said David H. Eubank and wife, Bettye Jean Eubank, their heirs and assigns, forever.

We covenant with the grantees that we are lawfully seized and possessed of said real estate; that we have a good and lawful right to convey the same and that the same is unencumbered, except the 1974 County taxes, which have been prorated between the parties, and the grantors having paid their prorata

part thereof, the grantees assume and agree to pay the same promptly when due.

We further covenant and bind ourselves, our heirs and representatives, to forever warrant and defend the title to the said real estate unto the said grantees, their heirs and assigns against the lawful claims of all persons, whomsoever.

Possession of said real estate is to be given by the grantors to the grantees upon delivery of this deed.

AND NOW, for the purpose of securing the payment of the said indebtedness evidenced by said purchase money note and rendering unnecessary court proceedings for the collection thereof in the event of the non-payment of any installment of said note as therein provided, and for the consideration of ONE AND NO/100 ($1.00) DOLLAR paid, receipt of which is hereby acknowledged, we, the undersigned, Harry Lewis Gray and wife, Essie Lee Gray, have bargained and sold and do hereby transfer and convey unto R. Steven Waldron, Trustee, and his successors in trust, the hereinabove described property.

Now, if the undersigned, Harry Lewis Gray and wife, Essie Lee Gray, shall pay the sums aforesaid when due according to the terms of said note, then this instrument is to be of no further force or effect. But if the undersigned, Harry Lewis Gray and wife, Essie Lee Gray, fail to pay the said sums of money when due as aforesaid, or any part of said sums according to the terms above expressed, then upon such default, this conveyance remains in full force and effect and the said Trustee, or his successor in trust, is hereby authorized and empowered upon giving twenty-one (21) days' notice by publication once a week for three (3) consecutive weeks in some newspaper published in Davidson County, Tennessee, to sell said property at the Courthouse in Davidson County, Tennessee, to the highest bidder for cash and free from 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 to make a deed to the purchaser. The creditor may bid at any sale under this conveyance. The undersigned, Harry Lewis Gray and wife, Essie Lee Gray, agree that the Trustee may at any time after default in payment of principal or interest as each falls due respectively, enter and take possession of said property and shall only account for net rents received by him.

The undersigned, Harry Lewis Gray and wife, Essie Lee Gray, agree to pay all taxes and assessments against said property and to pay them when due; and in case the undersigned, Harry Lewis Gray and wife, Essie Lee Gray, fail so to do, then said Trustee, or creditor herein secured, may do either, and charge same and treat the amount so expended as a part of the debt herein secured which shall draw ten (10%) per cent interest from date of payment.

In case of sale under this deed of trust, the proceeds will be applied by the Trustee:

First - To pay all the costs and charges of executing this trust, including attorney's fees and the expense of any litigation which may arise on account of execution and enforcement of this trust.

Second - To pay said debt or any balance thereof then remaining unpaid.

Third - The residue to be paid to the undersigned, Harry Lewis Gray and wife, Essie Lee Gray, or order. And in case of the death, absence, inability or refusal to act of the said Trustee at any time when action under the foregoing powers and trusts may be required, the owners of the debt herein secured is hereby authorized to name and appoint a successor to execute this trust, and the title herein conveyed to R. Steven Waldron, Trustee, shall be vested in said successor.

In the event of a sale of said property under and by virtue of this trust, the undersigned, Harry Lewis Gray and wife, Essie Lee Gray, and all persons holding under him shall be and

become tenants at will of the purchaser of the same, from and after the execution and delivery of a deed to such purchaser, said tenancy to be terminated at the option of said purchaser upon five (5) days' written notice.

THIS the 3rd day of May, 1974.

David H. Eubank

Bettye Jean Eubank

Harry Lewis Gray

Essie Lee Gray

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, the within named, David H. Eubank and wife, Bettye Jean Eubank, with whom I am personally acquainted, and who acknowledged that they executed the within instrument (INSTALLMENT DEED) for the purposes therein contained.

WITNESS MY HAND and official seal at my office on this the 3rd day of May, 1974.

R. Steven Waldron
Notary Public

My commission expires: 11/2/77.

R. STEVEN WALDRON NOTARY PUBLIC TENNESSEE

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STATE OF TENNESSEE

COUNTY OF DAVIDSON

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WITNESS MY HAND and official seal at my office on this 2nd day of May, 1974.

R. Steven Walden
Notary Public

My commission expires: 11/2/77.

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IDENTIF—REFERENCE

MAY 14 9 58 AM '74
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

I hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is $9,500.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

David H. Eubank
Affiant

Subscribed and sworn to before me this 2nd day of May, 1974.

R. Steven Walden
Notary Public

My commission expires: 11/2/77.

MAY 14 72	CONV	*9,500.00			
MAY 14 72	MORT'G	*8,500.00			
MAY 14 72	S'TAX		A*	24.70	
MAY 14 72	S'TAX		A*	6.50	
MAY 14 72	PR'FEE		A*	.50	
MAY 14 72	W'DEED		A*	10.00	* 41.70