Prepared by: King & Ballow, p.c.
24th Floor
First American Center
Nashville, TN 37238

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Jimmy H. Murphy	Same	13DA19255
(NAME): Back Creek Trail	BOOK 4856 PAGE 307	71-6-4.1
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tn. 37209	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of

One Hundred Fifty Thousand and No/100-----($150,000.00)----------*Dollars,*

of which

----------NONE----------*Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder

One Hundred Fifty Thousand and No/100-----($150,000.00)----------*Dollars,*

Jimmy H. Murphy and wife, Judy Murphy *have executed* one note of even date herewith in the principal amount of $150,000.00, with interest on the unpaid balance from date at the rate of 10% per annum, payable in 180 monthly installments of $1,611.92 each, beginning the 1st day of November, 1974, and thereafter a like sum of $1,611.92 on the 1st day of each and every month until said indebtedness is paid in full. Said note is payable to the order of C. E. Riat and wife, Mary Riat, at such place or places as they may designate. No privilege is reserved to prepay principal. In the event Grantees attempt to prepay the principal, Grantees agree that all previous monthly installments toward the abovementioned indebtedness shall be considered rent and thereafter, with respect to the below described property, Grantees agree that they will become the tenants at will of the Grantors, said tenancy to be determined at the option of the Grantors upon five days' written notice.

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,

C. E. Riat and wife, Mary Riat

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

Jimmy H. Murphy and wife, Judy Murphy, their

(successors), heirs and assigns,

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

LAND in Davidson County, Tennessee, being part of Lot No. 1 on the Plan of the E. C. Scruggs 2nd Avondale Addition, re-subdivision of Lot 43 of Book 161, Page 60, Register's Office for Davidson County, Tennessee, as appears of record in Plan Book 4460, Page 170, Register's Office for said County, and described as follows:

BEGINNING at a point on the Northerly margin of West Trinity Lane, said point being 187.6 feet West of the Westerly margin of Hampton Avenue, said point also being 28.6 feet West of the Westerly margin of an alley, now abandoned; thence Northwardly 98 feet to the Westerly margin of said abandoned alley; thence with said abandoned alley Northwesterly 57.2 feet; thence Westwardly 58.6 feet; thence Southwardly 150 feet to the Northerly margin of West Trinity Lane; thence, with the same, Eastwardly 75 feet to the beginning.

The subject property comprises all of the property conveyed to C. E. Riat and wife, Mary Riat, by deed from M. B. Wood and wife, of record in Book 3465, Page 595, Register's Office for said County.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 150,000.00

Subscribed and sworn to before me, this the 30 day of September 1974

C. E. Riat
Affiant

My commission expires: 4-26-75
(Affix Seal)

Notary Public

MARK S. KING NOTARY PUBLIC STATE OF TENNESSEE

SEP 30 73	CONV	20,000.00		
SEP 30 73	CONV	60,000.00		
SEP 30 73	MORT'G	20,000.00		
SEP 30 73	MORT'G	60,000.00		
SEP 30 73	S'TAX		A* 390.00	
SEP 30 73	S'TAX		A* 148.00	
SEP 30 73	PRFEE		A* .50	
SEP 30 73	W'DEED		A* 6.00	* 544.50

NOTE: Grantors agree that they will not, within a distance of one mile of the subject property, own or lease a retail store that sells groceries, beer for off-premises consumption, fresh meats or produce.

NOTE NO. 2: Grantors also herewith convey to Grantees all of Grantors' right, title and interest in furniture and fixtures presently located on said real estate as well as any interest Grantors have in the lease dated March 1, 1973.

This is improved ( ) unimproved (XX) property, known as 303 West Trinity Lane, Nashville, Tennessee
(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 Jimmy H. Murphy and wife, Judy Murphy, their *(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* Jimmy H. Murphy and wife, Judy Murphy, their *(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 Jimmy H. Murphy, and wife, Judy Murphy, *hereinafter referred to as trustors, hereby transfer and convey unto* Frank S. King, 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 30 day of September, 19 74

C. E. Riat

Mary Riat

Jimmy H. Murphy

Judy Murphy

C 7 3 1 7 8

IDENTIF. REFERENCE

Sep 30 2 33 PM '74

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, [illegible], *a Notary Public in and for said County and State,* C. E. Riat and wife, Mary Riat, and Jimmy H. Murphy and wife, Judy Murphy,

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* 30 *day of* September, *19* 74.

[illegible]
Notary Public

Commission expires 4-26-75

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE