Rec'd for mail

BOOK 5139 PAGE 873

Installment Deed

THIS INSTRUMENT WAS PREPARED BY:
GAIL P. PIGG, ATTORNEY
230 FOURTH AVE., NORTH
NASHVILLE, TENNESSEE 37219

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Edward E. Murrey, III and wife, Sara W. Murrey	Same	131-4 #57.1 131-8#1
4415 Granny White Pike	(NAME)	16D,A-18108
(STREET ADDRESS OR ROUTE NUMBER) Nashville, TN	(STREET ADDRESS)	16D,A-18110
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Seventy-Five Thousand and 07/100 ($75,000.07) ---------- *Dollars,*

of which One Thousand and No/100 ($1,000.00)---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Seventy-Four Thousand and 07/100 ($74,000.07)---------- *Dollars,*

EDWARD E. MURREY, III and wife, SARA W. MURREY

have executed

their joint promissory note of even date herewith payable to William R. Gaw and wife, Linda D. Gaw, in the amount of Seventy-Four Thousand and 07/100 ($74,000.07) Dollars, bearing no interest and due and payable on or before June 1, 1977. This Trust Agreement also covers any extensions granted to the aforementioned note, as well as renewals thereof.

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,

WILLIAM R. GAW and wife, LINDA D. GAW

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

EDWARD E. MURREY, III and wife, SARA W. MURREY

their

(successors), heirs and assigns,

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

Two tracts of land in Davidson County, Tennessee, being described as follows:

Tract I;
Being the northerly 150 feet of Lot No. 5 on the Plan of George W. Blair's Revised Subdivision of Belmont Park Place, as of record in Book 421, pages 118 and 119, Register's Office for said County, and described according to a survey made by James A. Hamilton, Jr., Surveyor, March 14, 1955, as follows:

Beginning at a point in the center of Granny White Pike, at the northeast corner of that part of said Lot 5 conveyed to Union Development Company, by deed from Willis H. Haynes and wife, in Book 2439, page 523; thence with said Union Development Company's northern boundary line, westwardly 267.5 feet to the center of an alley; thence with the same, northwardly 150 feet to the center of Carpathia Avenue, now closed, being the southwest corner of Lot 4 on said plan; thence with the line between Lots 4 and 5, and the center of said closed Avenue, eastwardly 265 feet to the center of said Pike; thence with the same, southwardly 150 feet to the beginning.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 75,000.07

Affiant

Subscribed and sworn to before me, this the 22nd day of April, 1977

Notary Public

My commission expires 2/23/81

(Affix Seal)

TRACT II:
Being the southerly 50 feet of Lot No. 4 on the Map of George W. Blair's Revised Subdivision of Belmont Park Place, as of record in Book 421, page 118, Register's Office for said County, described as follows:

Beginning at the center of the intersection of Granny White Pike, formerly Lake Drive, and Carpathia Avenue; thence northwardly with the center of said Pike or Drive 50 feet; thence westwardly 268 feet, more or less, to the center of an alley; thence with said alley, southwardly 50 feet to the center of said Avenue; thence with said Avenue, eastwardly 265 feet to the beginning.

Being the same property conveyed to William R. Gaw and wife, Linda D. Gaw, by deed from Clarence G. Shaub and wife, Jane W. Shaub, of record in Book 4265, page 717, Register's Office for Davidson County, Tennessee.

In the event Edward E Murrey, III and wife, Sara W. Murrey, make any improvements to the premises prior to the payment of the note secured by the lien herein, they will indemnify and hold harmless William R. Gaw and wife, Linda D. Gaw, from any loss caused as a result thereof and especially due to unpaid mechanics, materialmen and laborers.

Edward E. Murrey, III and Eddie Murrey are one and the same person. Sara W. Murrey and Sally Murrey are one and the same person.

This is improved (X) unimproved ( ) property, known as 4415 Granny White Pike (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 EDWARD E. MURREY, III and wife, SARA W. MURREY 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,* except for 1977 taxes; plan of record in Book 421, pages 118 and 119; easement of record in Book 4113, page 545; and easement for right-of-way of Granny White Pike and Carpathia Avenue lying within boundaries of premises.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* EDWARD E. MURREY, III and wife, SARA W. MURREY 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 EDWARD E. MURREY, III and wife, SARA W. MURREY *hereinafter referred to as trustors, hereby transfer and convey unto* John B. Cobb, 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 $65,000.00, *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.

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 22nd day of April, 19 77

William R. Gaw
William R. Gaw

Linda D. Gaw
Linda D. Gaw

Eddie Murrey
Eddie Murrey

Sally Murrey
Sally Murrey

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Gail Pigg, a Notary Public in and for said County and State, William R. Gaw and wife, Linda D. Gaw

the within named 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, this 22nd day of April, 1977.

Gail Pigg
Notary Public

NOTARY PUBLIC GAIL PIGG AT LARGE STATE OF TENNESSEE

Commission expires 2/23/81

RECORDED FOR

STATE OF TENNESSEE }

COUNTY OF DAVIDSON }

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Personally appeared before me, Gail Pigg, *a Notary Public in and for said County and State,* Eddie Murrey and wife, Sally Murrey

*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* 22nd *day of* April, *19*77.

Gail Pigg *Notary Public*

Commission expires 2/23/81

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, 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 .....

APR 26 77 CONV 75,000.07
APR 26 77 MORT'G 74,000.07
APR 26 77 S'TAX B* 195.00
APR 26 77 S'TAX B* 72.00
APR 26 77 PR'FEE B* .50
APR 26 77 M'DEED B* 8.00 * 275.50

INSTALLMENT DEED

FROM

William R. Gaw et ux

TO

Edward E. Murrey, III et ux

E 00492

IDENTIF. REFERENCE

APR 26 9 21 AM '77

REGISTER
DAVIDSON COUNTY, TENN.

Chicago Title Insurance Company
First American Center — Phone 255-4631
NASHVILLE, TENNESSEE 37238