This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD - 4

FROM
Frances G. McMurry, et al

TO
Joanne Inez Price

For draftsman's use

THIS INSTRUMENT PREPARED BY:

Walter S. Clark, Jr.
Attorney at Law
415 Stahlman Building
Nashville, TN 37201

BOOK 5376 PAGE 140

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Joanne Inez Price (NAME)	same (NAME)	Map 83-10
Lots 62 &63 Richardson Pl s/d (STREET ADDRESS OR ROUTE NUMBER)	1809 Woodland Street (STREET ADDRESS)	
Nashville, Tn 37206 (CITY) (STATE) (P. O. ZIP)	Nashville, Tn 37206 (CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

F.05609

IDENTIF. REFERENCE

Dec 18 11 5 AM '78

FELIX Z. WILSON IT REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 7,800.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 7 DAY OF December, 1978

Notary Public

MY COMMISSION EXPIRES: 8/11/81

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Seven thousand eight hundred ($7,800.00) **DOLLARS**

of which $ 800.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed their one promissory note of even date herewith in the principal sum of $7,000.00 payable to the order of Frances G. McMurry, Marjorie G. Canady, Anita G. Earthman, Eleanor G. Grayson and Allison H. Grayson, bearing interest at the rate of 10% per annum, payable in monthly installments principal and interest of $75.23 each commencing January 7, 1979 and continuing until December 7, 1993 a total of 180 monthly installments. A late charge of 5% of any monthly payment due and not paid on or before the due date will be paid by the grantees.

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed, Frances G. McMurry, Marjorie G. Canady, Anita G. Earthman, Eleanor G. Grayson and Allison H. Grayson

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Joanne Inez Price

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being lots Nos. 62 and 63 on the Plat of Richardson Place Subdivision, as of record in Book 547, page 135, Register's Office for Davidson County, Tennessee.

Said Lot No. 62 fronts 50 feet on the northerly side of Woodland, formerly Plum Street, and runs back between parallel lines 170 feet to an alley.

Said Lot No. 63 fronts 47 feet on the northerly side of Woodland Street, formerly Plum Street, and runs back 170 feet to an alley and shows 45 1/2 feet on said alley.

Lots Nots 62 and 63 are the same as Lots Nos. 62 and 63 on the Plan of Lockeland, the Chadwell Home Place, as of record in Book No. 57, page 135, said Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Frances G. McMurry, Marjorie B. Canady, Anita G. Earthman, Eleanor G. Grayson and Allison H. Grayson by deed from S. K. Grayson and wife, Frances E. Grayson, as of record in Book 5101, page 907, Register's Office for Davidson County, Tennessee. This conveyance is made subject to a Trust Deed of record in Book 5101, page 907, said Register's Office, which endebtedness is not assumed by grantees and which grantors covenant to pay in accordance with the terms thereof and the indebtedness created by this deed is subornated to the lien hereinabove referred to.

This is unimproved (XX) improved ( ) property, known as Lots 62 &63 Richardson Pl. S/D, Woodland St, Nashville, Tn 37206
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their 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 the said real estate to said grantees, 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 grantees herein do hereby transfer and convey unto S. K. Grayson 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 grantees 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 $ insured value 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 interest 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 grantees, 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 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 advise 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 the grantees herein, their heirs, 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 the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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 grantors and grantees, have hereunto set our hands this the 7th day of December 19 78.

Marjorie G. Canady
Marjorie G. Canady

Philip J. Price
Philip J. Price

Anita G. Earthman
Anita G. Earthman

Joanne Inez Price
Joanne Inez Price

Eleanor G. Grayson
Eleanor G. Grayson

Allison H. Grayson
Allison H. Grayson

Frances G. McMurry
Frances G. McMurry

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Walter S. Clark, Jr., a Notary Public in and for said County and State, the within named Philip J. Price and wife, Joanne Inez Price Allison G. Grayson, and Frances G. McMurry 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 7th day of December, 1978.

Walter S. Clark Jr., Notary Public.

WALTER S. CLARK NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Commission expires August 11, 1981

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, Jane H. Lester, a Notary Public of the State and County aforesaid, personally appeared Anita G. Earthman, with whom I am personally acquainted, and who, upon oath, acknowledged her 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 Murfreesboro, Tennessee, this 8th day of December 19 78.

Jane H. Lester, Notary Public.

JANE H. LESTER NOTARY PUBLIC RUTHERFORD COUNTY, TENN.

Commission expires 7-21-80

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STATE OF Georgia
COUNTY OF Fulton

Personally appeared before me, Emily S. Butts, a Notary Public in and for said County and State, the within named, Eleanor G. Grayson, 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 Atlanta, Ga. this 11 day of December, 1978

Emily S. Butts
Notary Public.

Notary Public, Georgia, State at Large
My Commission Expires April 17, 1982

My commission expires:

STATE OF Virginia
COUNTY OF Alexandria

Personally appeared before me, Kimball Lee Smith, a Notary Public in and for said County and State, the within named, Winkworth C. Cassidy, 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 , this 15 day of December, 1978

Notary Public.

My commission expires: May 24 1980

STATE OF
COUNTY OF

DEC 18 78 CONV *7,800.00
DEC 18 78 MORT'G *7,000.00
DEC 18 78 S'TAX 20.28
DEC 18 78 S'TAX B* 5.00
DEC 18 78 R'FEE 50
DEC 18 78 W'DEED B* 6.00 * 31.78

Personally appeared before me, , a Notary Public in and for said County and State, the within named, , 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 , this day of , 19

Notary Public.

My commission expires: