PREPARED BY
THOMAS M. EVANS, ATTORNEY
THIRD NATIONAL BANK BUILDING
NASHVILLE, TENNESSEE 37219

Installment Deed

8751 03/15 93.97- CHECK

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Ray Hurley and wife Marcie (NAME:)	Ray Hurley and wife Marcie (NAME:)	94 2 138
Post Office Box 714 (STREET ADDRESS OR ROUTE NUMBER)	Post Office Box 714 (STREET ADDRESS)	94 2 137
Goodlettsville (CITY) TN (P. O. ZONE) (STATE)	Goodlettsville, (CITY) TN (ZONE) (STATE)	BOOK 5405 PAGE 565

FOR AND IN CONSIDERATION of the sum of Twenty Six Thousand, Five Hundred and no/100 ($26,500.00) ---------- *Dollars,*

of which Eight Thousand and no/100 ($8,000.00) ---------- ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Eighteen Thousand, Five Hundred and no/100 ($18,500.00) ---------- *Dollars,*

Ray Hurley and wife, Marcie Hurley, *have executed*

their promissory note in the principal sum of Eighteen Thousand, Five Hundred and no/100 ($18,500.00) Dollars, payable to the order of Thomas E. Martin and wife, Darlene L. Martin, in two hundred forty (240) equal monthly payments of One Hundred Seventy Five and 48/100 ($175.48) Dollars each, which includes principal and interest at the rate of nine and three-quarters percent (9-3/4%) per annum on the reducing unpaid balance, with the first payment due and payable on September 5, 1978, and on the first day of each consecutive month thereafter until the entire amount is paid in full, and without privilege of prepayment.

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,

THOMAS E. MARTIN and wife, DARLENE L. MARTIN,

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

RAY HURLEY and wife, MARCIE HURLEY, their

~~executors or~~ *heirs and assigns,*

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

Land in Davidson County, Tennessee, being Lots Nos. 69 and 70 in the United Electric Railway's Addition to Nashville, a plan of which is of record in Book No. 161, page 8, Register's Office for said County.

Being part of the same property conveyed to Tom E. Martin and wife, Darlene L. Martin, by deed from George Martin, of record in Book 4618, page 53, and by deed from Tom E. Martin, of record in Book 4818, page 354, Register's Office for Davidson County, Tennessee; the said Tom E. Martin being one and the same person as Thomas E. Martin.

In addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, Ray Hurley and wife, Marcie Hurley, agree to pay to the holder of said note, on the first day of each month until the note is paid in full, a sum equal to the taxes and special assessments next due on the premises conveyed, plus the premiums that will next become due and payable on policies of fire and other hazards insurance on the premises less all sums

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 26,500.00

Affiant

Subscribed and sworn to before me, this the 1st day of February, 1979.

Notary Public

My commission expires August 11, 1981
(Affix Seal)

already paid therefor divided by the number of months to elapse before one month prior to the date when such taxes, assessments and premiums will become delinquent, such sums to be held by the holder of the note in trust to pay the taxes, assessments and premiums before the same become delinquent. The aggregate amount of principal, interest and escrow funds shall be paid in a single payment each month.

This is improved (X) property, known as 1808-1810 (House Number) Electric Avenue (Street) P. O. Address: Nashville (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Ray Hurley and wife, Marcie Hurley, 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 taxes for the year 1979 which have been assumed by the grantee, and taxes for the year 1978 which have been prorated as of September 5, 1978, the date on which possession was given; and violation of the city housing codes, which the buyer accepts in its present condition.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Ray Hurley and wife, Marcie Hurley, their (successors), *heirs and assigns, against the lawful claims of all persons,* except as hereinabove noted.

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 Ray Hurley and wife, Marcie Hurley, *hereinafter referred to as trustors, hereby transfer and convey unto* Edwin B. Raskin, *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 (illegible) *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, ~~xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx~~ *on this* 5th *day of* September, *19*78.

Thomas E. Martin

Thomas E. Martin

Darlene L. Martin

Darlene L. Martin

Ray Hurley

Ray Hurley

Marcie Hurley

Marcie Hurley

STATE OF ~~**TENNESSEE**~~ Arizona
COUNTY OF ~~**DAVIDSON**~~ Maricopa

Personally appeared before me, Mary O. Insley, *a Notary Public in and for said County and State,*

THOMAS E. MARTIN and wife, DARLENE L. MARTIN,

*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~~, Phoenix, Az ~~Tennessee~~,

this 8 *day of* February, 19

Mary O. Insley, *Notary Public*

Commission expires 12-26-81

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STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Thomas M. Evans, Jr. *a Notary Public in and for said County and State,* RAY HURLEY and wife, MARCIE HURLEY, *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 Nashville, Tennessee *this* 13th *day of* February, *19* 79

Thomas M. Evans, Jr. *Notary Public*

Commission expires August 11, 1981

THOMAS M. EVANS, JR. NOTARY PUBLIC DAVIDSON COUNTY, TENN.

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.....

INSTALLMENT DEED

FROM

THOMAS E. MARTIN and wife,
DARLENE L. MARTIN

TO

RAY HURLEY and wife,
MARCIE HURLEY

F. I. 8562

IDENTIF. REFERENCE

MAR 15 9 07 AM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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

Mail Recorded Deed

OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

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RECEIVED OF _____

FOR _____

CO - CONVEYANCE	CC - CERTIFIED COPY	MS - MISCELLANEOUS
MO - MORTGAGE	MR - RELEASE	ST - STATE TAX CONVEY.
WD - WARRANTY DEED	UC - UNIFORM COMMERCIAL CODE	ST - STATE TAX MORT.
TD - TRUST & DEED		PF - PROBATE FEES

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			26500.00-	CAMT.
			18500.00-	MAMT.
			68.90	CSTAX
			16.50	MSTAX
			.50	PRFEE
			8.00	WDEED
			CHECK	93.90-
6781	A03/15/79		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F. I. 8562

IDENTIF. REFERENCE

MAR 15 9 07 AM '79

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

No. Y0360