3301 CK 05/17 51.60 CHECK

BOOK 5436 PAGE 822

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD - 4

FROM

S. K. Grayson et ux

TO

Robert L. Canady et ux

For draftsman's use

This Instrument Prepared by:
S. K. Grayson
504 Stahlman Building
Nashville, Tenn 37201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Robert L. Canady et ux (NAME)	Home Federal Sav. & Loan Association (NAME)	Map 61
c/o General Realty Company 504 Stahlman Building (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par 224
Nashville, Tenn. 37201 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	12DZ08960

(FOR REGISTER'S USE)

F-2977-4

IDENTIFICATION REFERENCE

MAY 17 8 52 AM '79

FELIX Z. WILSON II REGISTER DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$15,000.00 S.K. Grayson
Affiant

SUBSCRIBED AND ~~SWORN~~ AFFIRMED TO BEFORE ME, THIS THE 1st DAY OF March 1977.

M. L. Cowden
Notary Public

MY COMMISSION EXPIRES: 4/27/80

(AFFIX SEAL)

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

FOR AND IN CONSIDERATION OF the sum of Fifteen Thousand---------- DOLLARS

of which $ 884.00 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 $14,116.00, bearing interest at the rate of 7½% per annum, payable to the order of S. K. Grayson and wife, Frances E. Grayson, payable in monthly installments of $113.78 each, including both principal and interest, commencing April 1, 1977 and continuing in a like sum on the 1st day of each succeeding month until fully paid, both principal and interest. Payments when made will be applied first to interest due, balance to principal.

In addition thereto grantees or assigns shall pay a monthly sum equal to 1/12th of the annual hazard insurance premium and 1/12th of the annual realty taxes, to be held in escrow by note holder for payment when due.

A late charge in the sum of 5% of any monthly installments due shall be charged and paid on any monthly payments not paid to and received by note holder on or before the 9th day of the month in which due.

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,

S K. Grayson and wife, Frances E. Grayson

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

Robert L. Canady and wife, Marjorie G. Canady

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

Being land in Davidson County, Tennessee, beginning in the easterly margin of Ben Allen Road 1454 feet from the corner of Lot 246 in Maplewood Heights Subdivision, of record in Book 547, page 103, Register's Office for Davidson County, Tennessee, thence northerly 45 feet, thence north 29° east 353 feet to the Nickens line; thence south 63° 5' east 70 feet; thence south 33° west 361 feet to the beginning.

Being the same property conveyed to S. K. Grayson and wife, Frances E. Grayson, by deed from E. Mark Turner and wife, Nancy Ann Turner, as of record in Book 5003, page 520, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to a first deed of trust of record in Book 3485, page 588, and a second deed of trust of record in Book 4712, page 572, both recorded in the Register's Office for Davidson County, Tennessee, not assumed by grantees which grantors agree to pay in accordance with the terms therein stated and the vendors lien herein created is subordinated thereto and the above described liens are encompassed herein and should grantors for any reason fail to pay said liens as agreed, grantees or assigns may proceed to pay same and deduct such payments from amounts due on the vendors lien.

All sums of money held in escrow by Home Federal Savings and Loan Association or assigns and including the hazard insurance coverage now in force in connection with said loan and property is herewith transferred to grantees.

This is unimproved ( ) improved (X) property, known as 511 (House Number) Ben Allen Road (Street) P. O. Address: Nashville, Tenn. 37216 (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 seised 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 Allison H. 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 $ Ins. Int. 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 outcery, 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 1st day of March 19 77

Robert L. Canady — S. K. Grayson

Robert L. Canady — S. K. Grayson

Marjorie G. Canady — Frances E. Grayson

Marjorie G. Canady — Frances E. Grayson

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named S. K. Grayson, Frances E. Grayson, Robert L. Canady and Marjorie G. Canady. 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, this 1st day of March, 19 77.

M. L. Randall, Notary Public.

Commission expires 4/27/80

NOTARY PUBLIC — M. L. RANDALL — MY COMMISSION EXPIRES APR. 27 '80 — DAVIDSON COUNTY

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 .....

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

BOOK 5436 PAGE 824

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
			15000.00- CO	
			14116.00- MO	
			39.00 CO TX	
			12.10 MO TX	
			.50 PRFEE	
			4.00 WDEED	
			CHECK	55.60-
3331	A	05/17/79	BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F 2977-4

IDENTIFICATION REFERENCE

MAY 17 8 52 AM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 684448