958 06/21 101.50- CHECK

BOOK 5453 PAGE 217

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD - 4

FROM

Frances G. McMurry

TO

E. Mark Turner

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
E. Mark Turner	Churchill Mortgage Company	Map 95-2
(NAME) c/o General Realty Co. 504 Stahlman Building	(NAME) P O Box 81386	Par 83
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tenn. 37201	(STREET ADDRESS) Chamblee, Georgia 30341	14W3960
(CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

IDENTIF. REFERENCE

JUN 21 10 25 AM '77

FELIX Z. ROSSON II REGISTER DAVIDSON COUNTY, TENN.

F35735

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$27,500.00 E. Mark Turner
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 17th DAY OF March, 19 77

Notary Public

MY COMMISSION EXPIRES: 1-28-80

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Twenty Seven Thousand Five Hundred---------- DOLLARS

of which $ 33.97 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees has executed his one promissory note of even date herewith, bearing interest at the rate of 7½% per annum, in the original principal sum of $27,466.03, payable to the order of Frances G. McMurry, payable in monthly installments of $210.94 each, commencing April 1, 1977 and continuing in a like sum for 270 months or until fully paid. Payments when made will be applied first to interest due, balance to principal.

In addition thereto grantee 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,

Frances G. McMurry, her sole and separate estate

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

E. Mark Turner, an unmarried person

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: Being Lot No. 80 on the Plan of Walnut Grove, as of record in Book 2133, page 87, Register's Office for Davidson County, Tennessee.

Said Lot No. 80 fronts 87 feet on the westerly side of Amherst Drive and runs back 159.3 feet on the northerly line and 155.4 feet on the southerly line to a dead line, measuring 65 feet thereon.

Being the same property conveyed to Frances G. McMurry, for her sole and separate use, by deed from S. K. Grayson and wife, Frances E. Grayson, as of record in Book 4085, page 175, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to a first deed of trust of record in Book 2310, page 39, Register's Office for Davidson County, Tennessee, not assumed by grantee, which grantor agrees 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 therein and should grantor for any reason fail to pay said lien as agreed, grantee 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 Churchill Mortgage Company or assigns and including the hazard insurance coverage now in force in connection with said loan and property is herewith transferred to grantee.

This is unimproved ( ) improved (X) property, known as 232 (House Number) Amherst Drive (Street) P. O. Address: Nashville, Tenn. (City or Town) 37214 (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 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,** Ins. Int. **insured in some reliable fire insurance company or companies for at least the sum of $_____ 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 1st day of MARCH 19 77.

E. Mark Turner — E. Mark Turner

Frances G. McMurry — Frances G. McMurry

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 Frances G. McMurry and E. Mark Turner

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, 1977.

James A. Carney — Notary Public.

Commission expires 1-31-81

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 _____.

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

BOOK 5453 PAGE 219

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
			27500.00- CO	
			27466.03- MO	
			71.50 CO TX	
			25.50 MO TX	
			.50 PRFEE	
			4.00 WDEED	
			CHECK	101.50-
0958A06/21/79			BAL	.0

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F-35735

IDENTIF. REFERENCE

JUN 21 10 25 AM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 691846