This Instrument Was Prepared From Information
Furnished Dewey W. Pedigo, Attorney at Law
301 Stahlman Bldg., Nashville, TN

Installment Deed

BOOK 5716 PAGE 757

ADDRESS NEW OWNER (S) AS FOLLOWS	SEND TAX BILLS TO	MAP PARCEL NUMBERS
Larry & Brenda Griffith (NAME)	Same (NAME)	131-4
4407 Granny White (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par 59 Je
Nashville, TN 37204 (CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION of the sum of EIGHTY-TWO THOUSAND ONE HUNDRED AND NO/100 ($82,100.00) *Dollars,*
of which FIVE THOUSAND AND NO/100 ($5,000.00) *Dollars, has been paid in cash,*
the receipt of which is hereby acknowledged, and for the remainder SEVENTY-SEVEN THOUSAND ONE HUNDRED AND NO/100 ($77,100.00) *Dollars,*
Larry Dan Griffith and wife, Brenda Joyce Griffith
ha V *executed*
an installment deed note in the principal amount of $77,100.00 payable to the order of LaMont McDonald and wife, Lucille McDonald, said note being payable in 240 equal monthly installments of $744.05 each, with the first payment being due and payable April 1, 1981 and thereafter on the same day of each succeeding month alike amount is due and payable until the entire amount both principal and interest have been paid in full. Said note bears interest at the rate of 10% per annum and interest is included in said installments. **

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,
LaMont McDonald and wife, Lucille McDonald
have this day bargained and sold, and do hereby transfer and convey unto the said,
Larry Dan Griffith and wife, Brenda Joyce Griffith
their *the Grantees herein, ~~their successors~~, heirs and assigns,*
certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being the southerly half of Lot No. 2 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, described as follows:

Beginning in the center of Granny White Pike at a point 125 feet south of the corner of Lots Nos. 1 and 2; thence with the center of said pike southwardly 125 feet; thence westwardly to the westerly margin of said pike; continuing in the same direction and with the center of Alexander Avenue (now Closed) in all 295 feet to the southeast corner of the property conveyed to John W. Beasley and wife, by deed from W. T. Brown and wife, of record in Book 2491, page 463, said Register's Office; thence northwardly to the center of an alley; continuing in the same direction and with the center of said alley in all 125 feet to an iron pin in fence; thence eastwardly 295 feet, more or less to the beginning.

Being the same property conveyed to LaMont McDonald and wife, Lucille McDonald by deed from John W. Beasley and wife, Susie C. Beasley of record in Book 2921, page 17, Register's Office for Davidson County, Tennessee.

** Effective April 1, 1986 the owner and holder of said note has the option of increasing the interest rate to 12% on the unpaid balance. It is further agreed that in the event the monthly payments are not paid on or before the 15 day of each month there shall be added to said monthly payments a 3% late charge.

It is agreed by all parties hereto that the indebtedness described in this instrument shall not be assumed by other parties without written consent of the holder of this note, and in the event the above described property is sold or conveyed, then at the option of the holder of said indebtedness, the entire indebtedness shall become due and payable.

RECEIVED FROM CHECK

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 82,100.00

Subscribed and sworn to before me, this the 28th day of February, 19 81

Affiant

My commission expires: [illegible] Oct 15, 1983
(Affix Seal)

Notary Public

unimproved ( ) ; improved ( ) property, known as.....
(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 Grantees 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.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Grantees, 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 Grantees hereinafter referred to as trustors, hereby transfer and convey unto Dewey W. Pedigo, 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 $..... 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 that may be levied or assessed against said property, and to pay them when and as demanded by the trustee, and if they fail to do so, the holder of said indebtedness, at his option, may pay, discharge, or remove any such taxes, assessments, or liens against said property, and shall add the amount so paid to the principal of the indebtedness secured hereby, and the same shall bear interest at the rate of ten per cent per annum from the date of payment, and shall be secured by the lien of this deed of trust, and shall be payable on demand of the holder of said indebtedness.

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 28th *day of* February, 1981.

Larry D Griffith

Brenda J. Griffith

LaMont McDonald

Lucille Turner McDonald

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, , *a Notary Public in and for said County and State,* LaMont McDonald and wife, Lucille McDonald and Larry Don Griffith and wife, Brenda Joyce Griffith

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* 28th *day of* February, 1981.

My Commission Expires Oct. 15, 1983

Notary Public

STATE OF .....

COUNTY OF .....

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

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 ..... *this* ..... *day of* ....., *19* ....

..... *Notary Public*

Commission expires .....

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

LA MONT McDONALD, ET UX

TO

LARRY DAN GRIFFITH, ET UX

RUSH

S 31540

IDENTIFICATION REFERENCE

MAR 3 10 25 AM '81

REGISTER

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

Chicago Title Insurance Company
2000 Richard Jones Road
Nashville, Tenn. 37215
Phone 298-2627
PEDIGO & SAINDON

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

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CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			82100.00- CO	
			77100.00- MO	
			213.45 CO TX	
			75.10 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			.40 MISC.	
			CHECK 301.46-	
			2650AD3/03/81 BAL .0	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

331540

IDENTIF. REFERENCE

MAR 3 10 25 AM '81

FEE ... REGISTER
DAVIDSON COUNTY, TENN.

No. 809439