This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD - 4

FROM

Mary Shaw Brown

TO

Ray K. Binnion and wife, Mary M. Binnion

For draftsman's use

Schulman, Pride & LeRoy
P. O. Box 2707
Nashville, Tennessee 37219

BOOK 5763 PAGE 42

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Ray K. Binnion and wife,	Same	Map 83-1
Mary M. Binnion	(NAME)	Par. 57
(NAME)		
[illegible]	(STREET ADDRESS)	
(STREET ADDRESS OR ROUTE NUMBER)		
[illegible] Tenn. 37115		
(CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

IDENTIF. REFERENCE

JUN 29 10 23 AM '81

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

$ 21.00

G 48386

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$21,200.00 Ray K. Binnion
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 26th DAY OF June, 1981.

Louise K. Clemmer
Notary Public

MY COMMISSION EXPIRES: Jan 25-1983

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Twenty-One Thousand Two Hundred and 00/100 ($21,200.00) DOLLARS

of which $10,600.00 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 an Installment Deed Note of even date herewith payable to the order of Mary Shaw Brown, in the principal amount of Ten Thousand Six Hundred and 00/100 ($10,600.00) Dollars, payable in monthly installments as follows: On the 26th day of July, 1981, the sum of Two Hundred Twenty-Five and 23/100 ($225.23) Dollars, and thereafter fifty-nine (59) monthly installments each for a like amount payable on the 26th day of each succeeding month, which includes principal and interest at the rate of ten (10%) percent per annum, to be applied first to interest and the remainder to principal until said sum and interest have been paid in full,

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,

Mary Shaw Brown, a single woman,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Ray K. Binnion and wife, Mary M. Binnion,

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

Land in Davidson County, Tennessee, being the easterly 44 feet front and 49 feet rear of Lot No. 1 on the map showing W. T. Wood's Subdivision of the east part of his lands on Sharpe Avenue, as of record in Book 843, Page 38, Register's Office for said County, and described according to a survey made by Erle Drake, County Surveyor, November 28, 1934, as follows: Beginning on the northerly margin of West Sharpe Avenue at a point 751 feet east of the easterly margin of McFerrin Avenue said point being 1 foot east of the common corner of Lots Nos. 1 and 2 on said plan; thence northwardly and parallel with the line between Lots Nos. 1 and 2, 155 feet to the southerly margin of an alley; thence with said alley eastwardly 49 feet; thence southwardly 155 feet to the northerly margin of West Sharpe Avenue; thence with the same westwardly 44 feet to the beginning.
BEING the same property conveyed to William H. Shaw and wife, Stella W. Shaw, by Deed from Jennie Wood Riddle, Lottie Wyatt Wood, and Effie Ward White of record in Book 1286, Page 38, Register's Office for Davidson County Tennessee. The said William H. Shaw having since conveyed his interest in said property to Stella W. Shaw by Deed of record in Book 1781, Page 509, said Register's Office. The said William H. Shaw and Stella W. Shaw having since died. The said Stella W. Shaw having predeceased William H. Shaw and the property vested in Mary Shaw Brown being the only heir at law.

This is unimproved ( ) improved (X) property, known as 943 West Sharpe Avenue, Nashville, Tennessee
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

The Installment Deed Note may be assumed.

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, except as hereinabove set forth and for 1981 taxes which are a lien but not yet due and payable and which Grantees agree to assume and pay. 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 John A. Gupton, III 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 $ 10,600.00 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 26th day of June 1981.

Mary Shaw Brown

Ray K. Binnion

Mary M. Binnion

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Louis L. Clemmons, a Notary Public in and for said County and State, the within named Mary Shaw Brown and Ray K. Binnion and wife, Mary M. Binnion,

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 26th day of June, 1981.

Louis L. Clemmons, Notary Public.

My Commission expires Jan 15 - 1983

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 5763 PAGE 44

RECEIVED OF _____

FOR _____

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
			21200.00- CO	
			10600.00- MO	
			55.12 CO TX	
			6.60 MO TX	
			.50 PRFEE	
			4.50 MOE 3	
			CHECK 79.22-	
			3832AC/25/81 TOL .01	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

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IDENTIF. REFERENCE

JUN 29 10 23 AM '81

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

No. 829849