7476 07/28/81 -67.90- CHECK

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD - 4

FROM

ELMER G. TOTH

TO

CHARLIE H. MORGAN and

LORENE S. HUTCHERSON

For draftsman's use

This instrument prepared by
Gerald Burkett, Attorney
Nashville, Tennessee

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Charlie H. Morgan and Lorene S. Hutcherson (NAME)	same (NAME)	82-3 285
934 Granada (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	20W 22090
Nashville, TN 37206 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

IDENTIFICATION REFERENCE

JUL 28 1 10 PM '81

FEE & TAX PAID REGISTER DAVIDSON COUNTY, TENN.

RUSH

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 19,000.00 Charlie H Morgan
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 27th DAY OF July 1981

Gerald C. Burkett
Notary Public

MY COMMISSION EXPIRES: 10-17-82
(AFFIX SEAL)

NOTARY PUBLIC STATE OF TENNESSEE U.S.A.

FOR AND IN CONSIDERATION OF the sum of Nineteen Thousand and no/100 **DOLLARS**

of which $ 5,000.00 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 installment deed note of even date in the amount of $14,000 principal, payable in monthly installments beginning on the first day of September, 1981 at the rate of $300 per month together with interest at 12% per annum, no penalty for prepayment,

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,

Elmer G. Toth

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Charlie H. Morgan and Lorene S. Hutcherson with rights of survivorship and not as tenants in common,

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

Being Lot No. 21 on the Map of Crutcher Brothers' Plan as of record in Book 161, Page 158, Register's Office for said County, to which plan reference is hereby made for a more complete description.

Being the same property conveyed to Elmer G. Toth by quitclaim deed from Alfred Robertson and Lewis Toth of record in Book 5773, page 965, Register's Office for said County. This property was not occupied as the personal residence of Alfred Robertson, Lewis Toth, or Elmer G. Toth.

Grantor will continue making payments on a note recited in Book 5656, Page 218, Register's Office for said County.

It is the express intention of the grantees herein that upon the death of either of the grantees herein, ownership shall vest solely in the surviving grantee. In the event of simultaneous death of the grantees, a one-half undivided interest in the property shall go to the heirs of each unless further modified by last will and testament.

This is unimproved ( ) improved (X) property, known as 1110 Pennock Avenue, Nashville, TN 37207
(House Number) (Street) P. O. Address: (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 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 Gerald Burkett **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 $** insurable value **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 27th day of July 19 81.

Elmer G. Toth
Elmer G. Toth, Grantor

Betty M. Toth

Charlie H. Morgan
Charlie H. Morgan, Grantee

Lorene S. Hutcherson
Lorene S. Hutcherson, Grantee

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Gerald A. Burkett, a Notary Public in and for said County and State, the within named Elmer G. Toth, Charlie H. Morgan, and Lorene S. Hutcherson, 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, Davidson County Tennessee, this 27th day of July, 19 81.

Gerald A. Burkett
Notary Public.

Commission expires 10-17-82

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

RECEIVED OF _____

FOR _____ BOOK 5775 PAGE 527

CO - CONVEYANCE
MO - MORTGAGE
WD - WARRANTY DEED
TD - TRUST DEED

CC - CERTIFIED COPY
REL - RELEASE
UCC - UNIFORM COMMERCIAL CODE

MISC - MISCELLANEOUS
CO TX - STATE TAX CONVEY
MO TX - STATE TAX MORT
PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			19000.00-	CO
			14000.00-	MO
			49.40	CO TX
			12.00	MO TX
			.50	PRFEE
			6.00	WDEED
			CHECK	67.90-
		9074A07/28/81	BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

352581

REGISTER'S OFFICE
JUL 28 1 10 PM '81
REGISTER
DAVIDSON COUNTY, TENN.

No. 834893