BOOK 5786 PAGE 218

4115 08/24 30.94 CHECK

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD-4

FROM

S. K, Grayson et ux

TO

David Toungett et ux

For draftsman's use

This instrument prepared by
James A. Carney, Atty.
731 Stahlman Building
Nashville, Tenn. 37201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
David Toungett et ux (NAME)	~~S. K. Grayson~~ Same (NAME)	138-15 KS
Rt #1 Couchville (STREET ADDRESS OR ROUTE NUMBER)	~~Stahlman Building~~ (STREET ADDRESS)	
Hermitage Tenn (CITY) (STATE) (P. O. ZIP)	~~Nashville, Tenn.~~ 37201 (CITY) (STATE) (ZIP)	4D-22760

(FOR REGISTER'S USE)

IDENTIF. REFERENCE

AUG 24 11 54 AM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

RUSH

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 7,450.00 David Toungett
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 28 DAY OF August 1972

James A. Carney
Notary Public

MY COMMISSION EXPIRES: 1-7-72
(AFFIX SEAL)

356714

FOR AND IN CONSIDERATION OF the sum of Seven Thousand Four Hundred Fifty---------- DOLLARS

of which $ 200.00 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 one installment deed note of even date herewith in the principal sum of $7,250.00, payable in equal monthly installments of $78.49 each, including interest at the rate of 8% per annum (144 monthly installments), commencing August 28, 1972. And in addition thereto, grantees will pay to grantor each month along with principal and interest payment, an additional sum equal to 1/12 of the yearly real estate taxes and hazard insurance premium. This conveyance is made subject to a deed of trust executed by S. K. Grayson et ux to Roy L. McDonald, Trustee, of record in Book 4559, page 138 Register's Office for Davidson County, Tennessee, securing Commerce Union Bank in original sum of $ 5777.52, which is not assumed by grantees and which grantors agrees to pay in accordance with the terms thereof. The grantors subordinate the lien secured by this Installment Deed to the indebtedness herein referred to.

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, Note provides a late charge of 5% after due date.

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 David Toungett and wife, Connie Toungett

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

Land in the 4th Civil District of Davidson County, Tennessee, formerly the 1st Civil District of Rutherford County, Tennessee, and the 25th Civil District of Wilson County, Tennessee, described as follows:

BEGINNING at a point in the northerly margin of Couchville Road, 1430 feet west of the southwest corner of the property conveyed to Walter S. Walker, by deed of record in Book 1142, page 136, Register's Office for said County; thence along the north margin of Couchville Road south 89° 30' west 110 feet to a point in the north margin of said Road; thence north 2° 30' east 220 feet to a point; thence north 89° 30' east a distance of 110 feet to a point; thence south 2° 30' west a distance of 220 feet to the point of beginning.

BEING the same property conveyed to S. K. Grayson and wife, Frances E. Grayson by deed from John Alford, Jr. and wife, Dorothy Evelyn Alford, of record in Book 4558 page 617, said Register's Office.

First house west of So. Mt. Juliet facing Couchville Road.

unimproved ( )
This is improved (XX) property, known as Route (House Number) (Street) Mt. Juliet, Tenn. 37122 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 E. A. Carney 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 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 28th day of August 1972.

David Toungett
David Toungett

S. K. Grayson
S. K. Grayson

Connie Toungett
Connie Toungett

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 and wife, Frances E. Grayson David Toungett and Connie Toungett the bargainor, 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, Tennessee, this 28th day of August, 1972.

James A. Carney, Notary Public.

Commission expires 1-29-77

JAMES A. CARNEY NOTARY PUBLIC DAVIDSON COUNTY, TENN.

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 5786 PAGE 220

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
			7450.00- CO	
			7250.00- MO	
			19.24 CO TX	
			5.20 MO TX	
			.50 PRFEE	
			6.00 WDEED	
			CHECK	30.94-
				.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

3 5 6 7 1 4

IDENTIF. REFERENCE

AUG 24 11 54 AM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 839754