This instrument prepared by:
James H. Hill, Atty.
320 Gallatin Rd. South
Madison, Tn. 37115

Installment Deed

BOOK 5792 PAGE 931

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
George McCormack et ux,	Same	83-9
(NAME) Mable Joy McCormack	(NAME)	2198
1827 Willow Springs Dr. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville Tn 37216 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of - - - - - - - $50,000.00 - - - - - - - -

FIFTY THOUSAND AND NO/100 - *Dollars,*

of which TEN THOUSAND AND NO/100 -

- - - - - - - $10,000.00 - - - - - - - - - - - - - - - - *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder - - - - - $40,000.00 - - - - -

FORTY THOUSAND AND NO/100 - *Dollars,*

the grantee s *ha* ve *executed*

an installment deed note payable to the grantors, in the principal sum of FORTY THOUSAND AND NO/100 ($40,000.00) DOLLARS payable in monthly installments of FIVE HUNDRED SEVENTY-THREE AND 89/100 ($573.89) DOLLARS per month, first payment due thirty (30) days from date hereof, which includes principal and interest at twelve (12) percent per annum and the same sum due and payable each month thereafter for ten (10) years, at which time the entire unpaid balance will become due.

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, we, Joe W. Fitzgerald and wife, Dorothy Louise Fitzgerald, the grantors, *have this day bargained and sold, and do hereby transfer and convey unto the said* George McCormack and wife, Mable Joy McCormack their *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

LAND in Davidson County, Tennessee, being the east part of Lots Nos. 217 and 218 on the Plan of East Edgefield, as of record in Book 21, page 147, Register's Office for Davidson County, Tennessee, described as follows: BEGINNING at the southwest corner of Woodland Street and Eleventh Street, formerly Smith Avenue being the northeast corner of Lot No. 218; thence with the southerly margin of Woodland Street, westerly 60 feet, to Mitchell's northeast corner; thence with the east line of the Mitchell Lot, southerly 140 feet, more or less, to the line between Lots Nos. 216 and 217; thence with said line, easterly 51 feet to the westerly margin of Eleventh Street; thence with the westerly margin of Eleventh Street, northerly 172 feet, more or less, to the beginning.
BEING the same property conveyed to Lucile Cohn Sterling by quitclaim deed from Donna Olive Clark, Lucile Olive Yohe, and Mamie Olive Johnson, of record in Book 1779, page 177, Register's Office for Davidson County, Tennessee.
BEING the same property conveyed to Joe W. Fitzgerald by deed from Lucile Cohn Sterling of record in Book 4363, page 365, Register's Office for Davidson County, Tennessee.

LAND in Davidson County, Tennessee, being parts of Lots Nos. 217 and 218 on the Plan of East Edgefield, as of record in Book 21, page 147,

09/10 177.50 CHECK

7228

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 50,000.00

Subscribed and sworn to before me, this the 10th day of Sept 1981

Affiant

My commission expires:

(Affix Seal)

Notary Public

Register's Office for said County, described according to a copy of a survey thereof prepared by Erle Drake, County Surveyor, September 9, 1935, as follows:

BEGINNING on the southerly margin of Woodland Street, at a point 25 feet 4 inches west of the westerly margin of South 11th Street; thence westerly, with the southerly margin of Woodland Street, 34 feet 8 inches to Mitchell's northeast corner; thence with the easterly line of Mitchell's lot, southerly 136 feet, more or less, to the line between Lots Nos. 217 and 216; thence with said line, easterly 51 feet to the westerly margin of South 11th Street; thence with the westerly margin of South 11th Street, northerly 12 feet to a point; thence at right angles, westerly 40 feet to a point; thence at right angles, northerly 66 feet 10 inches to a point; thence at right angles, easterly 18 feet 11 inches to a point; thence at right angles, northerly 79 feet 3 inches to the southerly margin of Woodland Street, the point of beginning.

BEING the same property as conveyed by Installment Deed to Joe W. Fitzgerald and wife, Dorothy Louise Fitzgerald from Sam Boushulen, Tony Boushulen and Billy Boushulen as of record in Book 4263, page 752, Register's Office for Davidson County, Tennessee.

unimproved ( )
This is 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, and 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 and our *heirs and representatives, to warrant and forever defend the title to said real estate to said* grantees and 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* James H. Hill, *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 $ 40,000.00, *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 thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of said

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.

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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 9th *day of* September *19* 81

G59218

IDENTIF. REFERENCE

SEP 10 9 42 AM '81

FEE $ TAX $ REGISTER
DAVIDSON COUNTY, TENN.

Joe W. Fitzgerald
JOE W. FITZGERALD

Dorothy Louise Fitzgerald
DOROTHY LOUISE FITZGERALD

George McCormack
GEORGE McCORMACK

Mable Joy McCormack
MABLE JOY McCORMACK

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned *, a Notary Public in and for said County and State,* Joe W. Fitzgerald et ux, Dorothy Louise Fitzgerald and George McCormack et ux, Mable Joy McCormack

the within named bargainor.s, with whom I am personally acquainted, and who acknowledged that they have *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Madison *, Tennessee, this* 9th *day of* September *, 19* 81

Commission expires 10-18-81 *Notary Public*

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

RECEIVED OF BOOK 5792 PAGE 934

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
			50000.00- CO	
			40000.00- MO	
			130.00 CO TX	
			38.00 MO TX	
			.50 PRFEE	
			9.00 WDEED	
			CHECK 177.50-	
		7228A09/10/81	BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G5921 8

IDENTIF. REFERENCE

SEP 10 9 42 AM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 842753