Prepared by: S.K.Grayson
504 Stahlman Bldg. Nashville,Tn.37201

OFFICIAL RECEIPT

WARRANTY DEED

Form No. WD-4

FROM
S.K.Grayson and wife,
Frances E. Grayson

TO
E.Mark Turner, Unmarried

For draftsman's use

BOOK 5871 PAGE 457

1239

04/09 1982

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
E.Mark Turner (NAME)	S.K.Grayson (NAME)	Map 70-6
401 Blue Hills Dr. (STREET ADDRESS OR ROUTE NUMBER)	504 Stahlman Bldg. (STREET ADDRESS)	Par 10
Nashville,Tn.37211 (CITY) (STATE) (P. O. ZIP)	Nashville,Tn. 37201--1588 (CITY) (STATE) (ZIP)	13DA 300 5"B 13DA 300 5"A

(FOR REGISTER'S USE)

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $53,000.00

E.Mark Turner
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 9th DAY OF April 1982.

M LeNaviell
Notary Public

MY COMMISSION EXPIRES: 4/22/84
(AFFIX SEAL)

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

FOR AND IN CONSIDERATION OF the sum of Fifty-Three Thousand & No/100 ($53,000.00) DOLLARS, of which $ ~~1,000.00~~ has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantee has executed his one promissory note of even date herewith in the principal sum of $52,000.00, payable to the order of S.K.Grayson and wife, Frances E. Grayson, bearing interest at the rate of 10% per annum, payable in monthly installments of $456.35 each, and continuing in a like sum on the 1st day of each succeeding month until fully paid, both principal and interest. Payments when made will be applied first to interest due, balance to principal. An additional monthly sum as escrow equal to 1/12th of the annual realty taxes and 1/12th of the annual insurance premiums shall be paid to note-holder. A late charge in the sum of 5% will be charged and paid on any monthly payments not paid and received by the 10th day of the month in which due. 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.

~~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
E.Mark Turner, Unmarried,
herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: Tract No.1;- Being part of Lot No. 1 on the Plan of Daniel Young Property, as of record in Book 332, page 71, Register's Office for said County, described according to a survey made by Blanchard and Parrish, Engineers, March 20, 1947: Beginning at a stake in the easterly margin of Hamilton Road, in the northwest corner of the property conveyed to Lansing M. Lewis and wife, by deed from Rose Warnick Lewis, of record in Book 1316, page 538, said Register's Office; thence with said Road northwardly around a slight curve 71.5, more or less, to the center of a common driveway 69° east 114 feet, more or less, to a stake; thence south 8° 15' west 94.7 feet, more or less, to Lewis' northerly line; thence with said line 122 feet, more or less, to the beginning. TractII.-Being part of Lot No.1 on the Plan of the Daniel Young Property, as of record in same Book and Page as Tract I, and described according to the same survey as Tract I, as follows: Beginning at a stake in the center of a common driveway between the subject property and adjacent property on the easterly margin of Hamilton Road 71.5 feet, more or less, northwardly from the northwest corner of the property conveyed to Lansing M. Lewis and wife, from Rose Warnick Lewis, as of record in Book 1316, page 358, said Register's Office; thence with the easterly margin of Hamilton Road Northwardly around a slight curve 71.5 feet, more or less, to a stake; thence north 69° east 107 feet to a stake; thence sounth 3° 15' west 94.7 feet, more or less, to a stake in line with the center of said common driveway westwardly 114 feet, more or less, to the beginning.

Being the same two tracts conveyed to S.K.Grayson and wife, Frances E. Grayson, by deed from James A. Carney and wife, Edith A. Carney, of record in Book 4851, page 931, and in Book 4851, page 933, Register's Office for Davidson County, Tennessee.

This conveyance is being made subject to a deed of trust executed by S.K.Grayson and wife, Frances E. Grayson, to Roy L. McDonald, Trustee, of record in Book 5140, page 770, R.O.D. Which deed of trust is not assumed by Grantee, but which Grantors covenant to pay in accordance with the terms and conditions thereof. Said deed of trust is embraced with in th instrument and in the event the Grantor fails to pay same; Grantee may, at his option pay the same and deduct the amount so paid from the balance owed to the Grantors or holders of the note secured by this installment deed.

Note:- The above referred to installments shall begin on June 1st, 1982.

This is ( ) unimproved (X) improved property, known as 2620 and 2622 Buena Vista Pike Nashville, Tennessee 37218
(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, except as stated in this instrument.

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 Allison H. Grayson 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 $ 50,000.00 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 9th day of April 1982.

S.K. Grayson

Frances E. Grayson

E. Mark Turner

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, The Undersigned, a Notary Public in and for said County and State, the within named S.K.Grayson and wife, Frances E. Grayson, Grantors and E.Mark Turner, Unmarried, Grantee,

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 9th day of April, 1982.

M L Randell Notary Public

Commission expires 4/22/84

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

IDENTIFICATION REFERENCE
APR 9 2 56 PM '82
FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY, TENN.

G 8 6 5 6 5

RUSH

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

RECEIVED OF _____

FOR BOOK 5871 PAGE 459

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
			53000.00 CO	
			52000.00- MO	
			137.60 CO TX	
			50.00 MO TX	
			.50 PRFEE	
			6.00 WDEED	
			CHECK 194.30-	
			1239A04/09/82 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 8656 5

IDENTIF. REFERENCE

APR 9 2 57 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 875413