BOOK 5940 PAGE 124

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD-4

FROM

David J. Harrison, Jr.

TO

J.T. Murphree et ux

For draftsman's use

This Instrument was prepared

BY:

James A. Carney, Attorney
Stahlman Bldg.
Nashville, TN. 37201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
J.T. Murphree et ux (NAME)	Advance Mortgage Company (NAME)	Map 106-14
802 Ewing Ave. (STREET ADDRESS OR ROUTE NUMBER)	P.O. Box 102501 (STREET ADDRESS)	Par 93
Nashville, TN. (CITY) (STATE) (P. O. ZIP)	Atlanta, GA. (CITY) (STATE) (ZIP)	6 DA 10275

(FOR REGISTER'S USE)

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 25,000.00 J T Murphree
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 28th DAY OF Sept., 19

M L Randall
Notary Public

MY COMMISSION EXPIRES: 6/22/84

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Twenty Five Thousand ($25,000.00) DOLLARS

of which $ 4,000.00 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 assumed the balance due on a First Mortgage with Advance Mortgage Co. in the sum of $5,493.00 of record in Book 3837, Page 696, Register's Office for Davidson County, Tennessee, and for the balance due have executed their promissory note in the principal sum of $15,507.00 bearing interest at the rate of 10% per annum, payable to the order of David J. Harrison, Jr., payable in monthly installments of $171.94 each, commencing November 1st, 1982, and continuing monthly until fully paid. A late charge in the sum of 5% will be charged on any monthly installment due and not paid by the 14th day of the month within 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.

David J. Harrison, Jr.

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto J.T. Murphree and wife, Winfred Murphree

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: Lot No. 105 on the Plan of Raymond Heights, as of record in Book 1424, Page 141, Register's Office for said County, described as follows:

Beginning at a point in the southerly margin of Scobey Drive at the common front corner of Lots Nos. 104 and 105; thence with the line between said lots southerly 175,5 feet to a point, the southeast corner of the subject lot; thence westwardly 71.1 feet to a point, the southwest corner of the subject lot; thence northeastwardly 41.4 feet to a concrete monmument; thence westwardly 10.0 feet to a point; thence with the lines between Lots Nos. 105 and 106, northwardly 132.7 feet to a point in the southerly margin of Scobey Drive, the northwest corner of the subject lot; thence with said margin of said drive, eastwardly 72.0 feet to the point of beginning.

Begin the same property conveyed to David J. Harrison, Jr., by deed from Willie B. Garrison, unmarried, by deed of record in Book 5814, Page 21, Register's Office for Davidson County, Tennessee. All sums of money held in escrow by Advance Mortgage Co., or assigns, and including the prepaid insurance coverage now in force, in connection with said loan and property is herewith transferred to buyers without additional charges.

This is unimproved ( ) improved ( ) property, known as 83 Scobey Drive, Nashville, TN.
(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 J.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 trusteesbip.

IN WITNESS WHEREOF, we, the said grantors and grantees, have hereunto set our hands this the 20th day of September 19 82

David J. Harrison, Jr.

J.T. Murphree

Winfred Murphree

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 David J. Harrison, Jr., J.T. Murphree and Winfred Murphree the bargainor S, 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 20th day of September 1982.

M.L. Rundell Notary Public.

Commission expires 6/22/84

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, H 0 9 4 9 6, 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 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 .

Commission expires

RUSH

IDENTIF. REFERENCE

SEP 22 9 21 AM '82
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

DUPLICATE
Tax paid on this
In the amount of 65.00 CO TX 14.00 MO TX
on Instrument # H06395
recorded In Davidson
County Registers Office
Date 9-22-82 Notary Public
B. Edwards Dep. Reg.