THIS INSTRUMENT PREPARED BY:

Wm. ROBERT POPE, JR.
MARTIN & COCHRAN
230 FOURTH AVENUE, NORTH
P.O. BOX 3420
NASHVILLE, TN 37219

INSTALLMENT DEED

BOOK 6016 PAGE 30

Address New Owner(s) as Follows:	Send Tax Bills To:	Map-Parcel Nos.
Phillip C. Grisham 405 Eatherly Drive Nashville, TN 37220	Phillip C. Grisham 405 Eatherly Drive Nashville, TN 37220	Map 160-4 Parcel 60

FOR AND IN CONSIDERATION of the sum of FORTY-SIX THOUSAND THREE HUNDRED TWENTY-FIVE DOLLARS ($46,325.00) of which TWO THOUSAND NINE HUNDRED FIFTY DOLLARS ($2,950.00) has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder, FORTY-THREE THOUSAND THREE HUNDRED SEVENTY-FIVE DOLLARS ($43,375.00), Phillip C. Grisham and wife JoAnn Grisham have executed two promissory notes, each in the amount of TWENTY-ONE THOUSAND SIX HUNDRED EIGHTY-SEVEN AND 50/100 DOLLARS ($21,687.50), one payable to Mrs. Louise F. Grisham and the other to Mrs. Elizabeth F. Chapman, providing that the indebtedness is to be satisfied in monthly installments, and various other conditions, which are hereby incorporated by reference into this installment deed, and further providing for payment of attorney's fees, and to secure the payment of said indebtedness, and attorney fees, a lien is expressly retained on the land herein conveyed, Mrs. Louise F. Grisham and Mrs. Elizabeth F. Chapman, the grantors, have this day bargained and sold, and do hereby transfer and convey unto the said Phillip M. Grisham and wife JoAnn Grisham, the grantees, their heirs and assigns, all of said grantors' interest in certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 1118 on the Plan of Brentwood Hall, Section XI, as of record in Book 2331, page 134, Register's Office for said County.

Said lot No. 1118 fronts 138.5 feet on the southerly side of Eatherly Drive and runs back between lines, 238.0 feet on the westerly line and 149.3 feet on the easterly line to a dead line in the rear, measuring 140.3 feet on said dead line.

Being part of the same property conveyed to Gerald E. Sheridan by deed from I. R. Schulman et al, of record in Book 2593, page 456, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to restrictive covenants of record in Book 2543, page 155, said Register's Office, and the plan of record in Book 2331, page 134, shows an owner's certificate, a 75 foot minimum building set-back line from Eatherly Drive, and a 10 foot easement for public utility purposes along the easterly and rear lines of said lot.

Being the same property conveyed to Enoch D. Fly and wife, Mabel Skilton Fly, from Gerald E. Sheridan and wife, Catherine B. Sheridan, by deed recorded in Book 2652 at page 477 in the Register's Office of Davidson County, Tennessee.

Enoch D. Fly died on July 8, 1981 with his wife Mabel Skilton Fly having predeceased him and at the time of her death was married to Enoch D. Fly.

Enoch D. Fly left a will, which was duly admitted to probate and recorded in Will Book 136 at page 54, in the Office of the Probate Court Clerk for Davidson County, Tennessee, devising all of his real property to his two children, the grantors herein, Mrs. Louise F. Grisham and Mrs. Elizabeth F. Chapman.

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STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is $46,325.00.

Louise F. Grisham
Affiant

Mary B. Glasgow
Notary Public

Subscribed and sworn to before me this 28th day of December, 1982.

Mary B. Glasgow
NOTARY PUBLIC

My commission expires:

My Commission Expires April 22, 1984

This is improved porperty, known as 405 Eatherly Drive, Nashville, Tennessee 37220.

TO HAVE AND TO HOLD said real estate, with appurtenances, estate, title and interest thereto belonging, to the said Phillip C. Grisham and wife JoAnn Grisham, their heirs and assigns forever.

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 Phillip C. Grisham and wife JoAnn Grisham hereinafter referred to as trustors, hereby transfer and convey unto M. Taylor Harris, Jr., 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 $50,000, 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 property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and 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 10 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

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, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay 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 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 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 on this the 7th day of February, 1983.

Louise F. Grisham
Louise F. Grisham

Elizabeth F. Chapman
Elizabeth F. Chapman

Phillip C. Grisham
Phillip C. Grisham

JoAnn Grisham
JoAnn Grisham

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Mary B. Glasgow a Notary Public in and for said County and State, Louise F. Grisham, the within named bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 28th day of December, 1982.

Mary B. Glasgow
Notary Public

Commission expires: My Commission Expires April 22, 1984

STATE OF)
COUNTY OF)

Personally appeared before me, Elizabeth F. Chapman a Notary Public in and for said County and State, Elizabeth F. Chapman, the within named bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Decatur, Alabama, this 7th day of January, 19823.

Carolyn S. Haley
Notary Public

Commission expires: 9-30-85

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Mary B. Glasgow, a Notary Public in and for said County and State, Phillip C. Grisham, the within named bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 2nd day of February, 1982.

Mary B. Glasgow
Notary Public

Commission expires: My Commission Expires April 22, 1984

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Mary B. Glasgow a Notary Public in and for said County and State, JoAnn Grisham, the within named bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 2nd day of February, 1982.

Mary B. Glasgow
Notary Public

Commission expires: My Commission Expires April 22, 1984

RECEIVED
MAR 4 4 02 PM '83
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

IDENTIF. REFERENCE

H 3.4.3 4.0

03/04 177...

1138

:nwj

OFFICIAL RECEIPT

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

RECEIVED OF

FOR BOOK 6016 PAGE 35

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

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

MISC -MISCELLANEOUS
COTX -STATE TAX CONVEY
MOTX -STATE TAX MORT
PRFEE -PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			46325.00- CO	
			43375.00- MO	
			120.38 CO TX	
			41.40 MO TX	
			.50 PRFEE	
			15.00 WDEED	
			CHECK 177.28-	
			1138A03/04/83 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 3 4 3 4 0

IDENTIF. REFERENCE

MAR 4 4 03 PM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 933174