Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Murphy-Church Properties (NAME)	Murphy-Church Properties (NAME)	104-6
1733 Church Street (STREET ADDRESS OR ROUTE NUMBER)	1733 Church Street (STREET ADDRESS)	Parcel 54
Nashville 37203 TN (CITY) (P. O. ZONE) (STATE)	Nashville 37203 TN (CITY) (ZONE) (STATE)	BOOK 6235 PAGE 653

FOR AND IN CONSIDERATION of the sum of Thirty-seven Thousand Five Hundred and no/100 ($37,500.00) Dollars, of which Seventeen Thousand and no/100 ($17,000.00) Dollars has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder of Twenty Thousand Five Hundred and no/100 ($20,500.00) Dollars Murphy-Church Properties, a Partnership, by Edward T. Herbert, Partner, has executed a promissory note bearing the date of the 22 day of February, 1984, and bearing interest at the rate of ten percent (10%) per annum, payable monthly, on the unpaid principal balance, with principal installments of Five Thousand and no/100 ($5,000.00) Dollars to be paid one year from the date of the note, and on the same date for each ensuing year until the principal balance, together with all interest, is paid in full, 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, Linda H. Grant, Lucile C. Edwards, Mildred Shaffer, Elsie Beasley, Gayle C. Trousdale, Annette C. Williams, Jennifer C. Martin and Edwin F. Cady, being all of the heirs of Willie Hood, deceased, have this day bargained and sold, and do hereby transfer and convey unto the said Murphy-Church Properties, a partnership, certain real estate as follows:

Land in Davidson County, Tennessee, being Lot No. 29 in Bransford Realty Company's Re-Subdivision of a part of Richland Annex, the plan of which is of record in Book 332, page 156, said Register's Office.

Said Lot No. 29 fronts 50 feet on the West side of Fairfax Avenue, and extends back westerly between parallel lines 171.5 feet more or less, on its northerly margin, and 166.5 feet, more or less, on its southerly margin to an alley in the rear, and measures 56.5 feet on said alley.

Being the same property conveyed to Willie Hood, as devisee under the Will of Nina B. Hood, deceased, of record in Book 76, page 181, said Register's Office, the said Willie Hood having since died.

INCLUDED in the above description but specifically EXCLUDED therefrom is the following tract of land:

Beginning at a point, said point being at the intersection of the south dedicated right of way line of Murphy Road and the west dedicated right of way line of Fairfax Avenue; thence with the west dedicated right of way line of Fairfax Avenue due South for 110.0 feet to a point; thence south 86 degrees 24 minutes west for 148.5 feet to a point of beginning in the proposed right of way line of interstate route I-440; thence continuing south 86 degrees 24 minutes west for 28.5 feet to a point in the east line of an alley; thence with the east line of an alley along a curve to the left with a radius of 1844.86 feet for 56.5 feet to a point; thence north 84 degrees 34 minutes east for 49.0 feet to a point in the proposed right of way line of interestate route I-440; thence with the proposed right of way line of interstate route I-440 north 28 degrees 40 minutes west for 60.0 feet back to the point of beginning and containing 2190 square feet and being part of the same property devised to Willie Hood under the Will of Nina B. Hood of record in Will Book 76, page 181, Register's Office for Davidson County, Tennessee.

This is improved property, known as 105 Fairfax Avenue, Nashville, Tennessee.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging to the said Murphy-Church Properties, a partnership, its

its 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, heirs and representatives, to warrant and forever defend the title to said real estate to said Murphy-Church Properties, a partnership, its 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 in cash paid, receipt of which is acknowledged, the said Murphy-Church Properties, a partnership, hereinafter referred to as trustors, hereby transfer and convey unto Osta Underwood, Trustee, her 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 $20,500.00, or at least the maximum insuranble 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 6 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, 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.

OFFICIAL RECEIPT

4th. The residue, if any, will be paid to trustors, their order, representatives or assigns.

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In case of the death, absence, inability, or refusal to act of said trustee at any time when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon her 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.

WITNESS our hands this first day of December 1983.

x Mildred D. Shaffer
MILDRED D. SHAFFER

x Linda N. Grant
LINDA N. GRANT

x Gayle C. Trousdale
GAYLE C. TROUSDALE

Jennifer C. Martin

Lucile C. Edwards

Elsie Beasley

Annette C. Williams

Edwin F. Cady

MURPHY-CHURCH PROPERTIES, a Partnership

By Edward F. Church
Partner

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $37,500.
Subscribed and sworn to before me this the 21st day of December, 1983.

Affiant

My Commission expires 4/21/85.

Notary Public

NOTARY PUBLIC STATE OF TENNESSEE AT LARGE

OFFICIAL RECEIPT

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Osta Underwood *a Notary Public in and for said County and State, the within named* Lucille C. Edwards, Elsie C Beasley, Annette C. Williams, Jennifer C. Martin and Edwin F. Cady

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*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* 26th *day of* January *19* 84.

Osta Underwood *Notary Public.*

Commission Expires 21 April 1985

STATE OF CALIFORNIA
COUNTY OF Los Angeles

Personally appeared before me, Timothy G. McKee *a Notary Public in and for said County and State, the within named* Gayle C. Trousdale Gayle C Trousdale

the 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 Arcadia *this* 19th *day of* January *19* 84.

OFFICIAL SEAL
TIMOTHY G. McKEE
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires NOV 23, 1984

Timothy G McKee *Notary Public*

Commission Expires Nov. 23, 1989

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, John E Murphy III *a Notary Public of the State and County aforesaid, personally appeared* Edward T. Herbert *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* a Partner *of the* Murphy-Church Properties, a Partnership Partnership *the within named bargainor, a ~~corporation~~, and that* he *as such* Partner *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the ~~corporation~~* Partnership *by* him *self as* Partner

Witness my hand and seal, at office in Nashville, TN *this* 21st *day of* February *19* 84

John E Murphy III *Notary Public*

Commission Expires 10/25/87

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STATE OF Maryland
COUNTY OF Calvert

Personally appeared before me, Sherry D. Reed, a Notary Public in and for said County and State, the within named Mildred Shaffer (Mildred D. Shaffer)

the 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 ....., this 12th day of December, 1983.

Sherry D. Reed, Notary Public.

Commission Expires July 1, 1986

STATE OF TEXAS
COUNTY OF Harris

Personally appeared before me, Lyda E. Smith, a Notary Public in and for said County and State, the within named Linda H. Grant (Linda H. Grant)

the 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 Houston, Texas, day of December, 20, 1983.

Lyda E. Smith, Notary Public.

Commission Expires 05/04/86

This deed was prepared by Osta Underwood, Attorney at Law
Suite 4, 1506 Church Street
Nashville, TN 37203

RUSH

FEE $ 1.00 REGISTER
DAVIDSON COUNTY, TN

FEB 23 10 54 AM '84

IDENTIF. REFERENCE

I 04602

I 04602

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

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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
			37500.00- CAMT.	
			20500.00- MAMT.	
			97.50 CSTAX	
			18.50 MSTAX	
			.50 PRFEE	
			15.00 WDEED	
			CHECK 131.50-	
5037A	02/23/84		BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

For 0460 Tr.
Bldg. Realty Mtg.
2.4 & 10-5-84 A.M.
84
Fee Rec'd Z-O Warren
Mtg
Release
Drum

No. 15188