BOOK 6252 PAGE 249

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

953

03/19 343.50- CHECK

FROM

E. MARK TURNER

TO

JOE B. WEBB & JAMES R. SHRUM
D/B/A S & W Rentals

For draftsman's use

This instrument prepared by

Walter S. Clark, Jr.
Attorney at Law
518 Stahlman Building
Nashville, Tennessee 37201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
S & W Rentals (NAME)	SAME (NAME)	Map 105-13
914 No. 1st St. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcels 198 & 200
NASHVILLE, TN 37207 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

10454

IDENTIF. REFERENCE

MAR 19 2 04 PM '84

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

RUSH

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 95,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 15 DAY OF March 19 84

Notary Public

MY COMMISSION EXPIRES: [illegible] 1987

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Ninety Five Thousand ($95,000) ---------- DOLLARS

of which $ 3,000.00 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 executed their promissory note of even date in the principal amount of $92,000.00 payable to the order of E. Mark Turner. Said note is payable in 180 monthly installments of $988.67 beginning on April 10, 1984 and a similar amount on the 10th day of each succeeding month until paid in full. The installments include interest of 10% per annum. In the event any installment is not paid on or before the due date, a late charge of 5% will be added to such installment and paid by grantees

This is improved property known as 2208, 2210, 2212 12th Ave., South, Nashville, TN

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,

E. Mark Turner and wife, Kimberly P. Turner

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Joe B. Webb and James R. Shrum d/b/a S & W Rentals, a partnership

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being the southerly 40 feet of Lot No. 4 and all of Lots Nos. 5 and 6 on the Plan of W.S. Duckworth Addition to Nashville, or record in Book 57, page 83, Register's Office for said County.

Said part of Lot No. 4 and Lot No. 5 fronts together 90 feet on the easterly side of 12th Avenue South, formerly Granny White Pike, and run back between parallel lines 181 feet 3 inches, more or less, to an alley.

Said Lot No. 6 fronts 50 feet on the easterly side of Granny White Pike as widened by Ordinance No. 1495 of the City Council of the City of Nashville, of record in Minute Book 5, page 462, and runs back between lines from said Pike as widened, 181.4 feet on the northerly line and 181.65 feet on the southerly line, to an alley, measuring 50 feet thereon.

Being the same property conveyed to E. Mark Turner by deed from Jon Mac Randall & wife, Dorothy C. Randall, as of record in Book 6148, page 446, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to easement for sewer through the lot in question, shown by Ordinance No. 1970 of the Council of the City of Nashville, at Minute Book 4, page 41. Said ordinance recites that said easement extends along a straight line parallel with and 6 feet north of the north facing of a frame storehouse, and extends through the full depth of the lot; also, easement of record in Book 5587, page 508, Register's Office for Davidson County, Tennessee.

It is expressly understood and agreed between grantor and grantees herein that the above stated payments shall be applied first to pay two prior recorded deeds of trust and one installment deed: one of record in Book 4862, page 498, R.O.D.C., Tennessee, payable to Thomas W. Hales, Jr. another of record in Book 6148, page 449, R.O.D.C., TN, payable to Metropolitan Federal S&L Assn; and the other of record in Book 6148, page 454, R.O.D.C., TN, payable to Jon Mac Randall and wife, Dorothy C. Randall, and shall be paid in accordance with the terms of said instruments. In order to more effectively secure the vendor's lien contained in this instrument, the grantees agree that no transfer or assignment of this property will be made without the prior written approval of the grantor. Such approval shall not be unreasonably withheld and will not be necessary in the event said lien is paid in full.

This conveyance is made subject to the above recited deeds of trust & installment deed which are not assumed by the grantees, which grantor agrees to pay as above stated and the above described vendor's is ordinated thereto and the above described lien is encompassed

therein and should grantor for any reason fail to pay said liens as agreed, grantee may proceed to pay same and deduct such payment(s) from amounts due on this vendor's lien.

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 D. L. Clark 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 $ 90,000.00 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 succcssor 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:

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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 15th day of March 19 84.

E. Mark Turner
E. MARK TURNER

S & W RENTALS:
Joe B. Webb
JOE B. WEBB

Kimberly P. Turner
KIMBERLY P. TURNER

James R. Shrum
JAMES R. SHRUM

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, ..., a Notary Public in and for said County and State, the within named E. Mark Turner and wife Kimberly B. Turner, Joe B. Webb and James R. Shrum, d/b/a S & W Rentals the bargainors, 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, Davidson County, Tennessee, this 15th day of March, 19 84

Linda Grant, Notary Public.

My Commission Expires July 18, 1987

Commission expires .....

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 .....

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
			95000.00- CAMT.	
			92000.00- MAMT.	
			247.00 CSTAX	
			90.00 MSTAX	
			.50 PRFEE	
			6.00 MDEED	
			CHECK	343.50-
0953A	03/19/84		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

10945

IDENTIF. REFERENCE

MAR 19 2 04 PM '84

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 20933