BOOK 6710 PAGE 211

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

FROM

E. Mark Turner and wife,
Kimberly P. Turner

TO

Lonnie K. Price and wife,
Ivy L. Price

For draftsman's use

This instrument was prepared by
J. B. Watson, Jr., Attorney
3805 Gallatin Road
Nashville, Tennessee 37216

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Lonnie K. Price, et ux (NAME)	Bailey Mtg. Co (NAME)	Map 95-4
206 Graylynn Drive (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcel 155
Nashville, Tenn. 37214 (CITY) (STATE) (P. O. ZIP)	Jackson Miss (CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

5 3 3 4 6 IDENTIFICATION REFERENCE

Nov 15 11 22 AM '85

FELIX Z. WILSON II REGISTER DAVIDSON COUNTY, TN

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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

$ 38,000.00 E. Mark Turner
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 1st DAY OF November 19 85

Notary Public

MY COMMISSION EXPIRES: My Commission Expires July 17, 1988

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Thirty Eight Thousand-------
------($38,000.00)--------DOLLARS

of which $ none 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 and delivered their single promissory real estate lien note payable to grantors at the rate of $361.89 per month beginning December 1, 1985 and monthly thereafter, said payments include interest at 11% per annum on unpaid principal balance.

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,

we, 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 Lonnie K. Price and wife, Ivy L. Price

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

Being Lot No. 43 on the Map of Eva-Mor Heights, as of record in Book 1424, page 149, Register's Office for Davidson County, Tennessee.

Said Lot No. 43 fronts 65 feet on the westerly side of Graylynn Drive and runs back between lines 189.75 feet on the north line and 185 feet onthe south line to a dead line in the rear on which it measures 96.13 feet.

Being part of the property conveyed to E. Mark Turner by Quit Claim Deed of Larry K. Hale, of record in Book 6417, page 745 Register's Office for Davidson County, Tennessee.

It is understood between the Sellers and Buyers that there is a first and second mortgage on said property which grantors agree to pay monthly as said loans become due and grantees agree to pay grantors 1/12th of the taxes and insurance monthly beginning with the payment for December 1, 1985. Grantees agree to pay a 5% penalty on the amounts due if said payment is late. Said property shall not be conveyed or encumbered by grantees without the written consent of grantors.

unimproved ( )
is improved (X) property, known as 206 Graylynn Drive, Nashville, Tenn. 37214
(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 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.B. Watson, Jr. Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purpose of said trust, 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 $ 38,000.00 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, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured herein, 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 tenor, 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 to any of the 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 expresly 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 fee for advice as to the premises, or for instituting or defending any litigation which may arise on account of the execution of this conveyance, 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 balance, if any, to 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 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.

Wherever 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 the trust.

WITNESS OUR HAND(S) THIS DEED, we, the said grantors and grantees, have hereunto set our hands this the 1st day of November, 19 85

Lonnie K. Price — E. Mark Turner

Ivy L. Price — Kimberly P. Turner

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Byron L. Price, a Notary Public in and for said County and State, the within named E. Mark Turner, Kimberly P. Turner, Lonnie K. Price and Ivy L. Price

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 Tennessee this 1st day of Nov., 19 85.

Notary Public.

Commission expires My Commission Expires July 17, 1988

BYRON L. PRICE NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

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 Grantor, 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

400 Blue Heron Dr.
37211

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 6710 PAGE 213

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

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

MISC -MISCELLANEOUS
CO TX -STATE TAX CONVEY
MO TX -STATE TAX MORT
PRFEE -PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			380[illegible]	[illegible]
			380[illegible]	[illegible]
			98.[illegible]	[illegible]TAX
			36.00	[illegible]TAX
			.50	PRFEE
			6.00	MISC
				CHECK 141.30-
7122A	11/15/85		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

53346

IDENTIFICATION REFERENCE

Nov 15 11 22 AM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 192320