Box 22

CORRECTION BOOK 6807 PAGE 512

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD-4

FROM

DEBORAH S. GREEN, Unmarried and

DEBORAH S. GREEN, Trustee

TO

WILLIAM R. MURRAY ET UX

For draftsman's use

Prepared by:
I. Dyke Tatum, Attorney
Suite 200, Arena Place
2001 Charlotte Avenue
Nashville, Tennessee 37203

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
William R. Murray (NAME)	Same (NAME)	83-9-129
P.O. Box 188 (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	18WD 01620
Hermitage, TN 37076 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

The transfer tax for this recording was previously paid on deed recorded in Book 6598, page 216, Register's Office for Davidson County, Tennessee.

4232

RECEIVED FOR IDENTIFICATION REFERENCE
19 9 27 AM '85
REX 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

$ NIL

Louise N. Lyons
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 14 DAY OF March 19 85

Notary Public

MY COMMISSION EXPIRES: 11-12-87

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of SIXTY-ONE THOUSAND AND NO/100---------- ($61,000.00)---------- DOLLARS

of which $ 6,000.00 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 a Promissory Note payable at the rate of 11% per annum as calculated as follows: Interest only in the amount of $300.00 payable for 36 monthly installments with the first such installment being due on August 21, 1985, thereafter for an additional 144 consecutive monthly installments, the amount of $781.62 monthly, including principal and interest until paid in full.

This instrument is executed on behalf of William R. Murray by Jerrie L. Murray as his Attorney-in-Fact pursuant to a Power of Attorney which is being placed of record with this instrument.

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,

DEBORAH S. GREEN, Unmarried, Individually, and Deborah S. Green, Trustee

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

WILLIAM R. MURRAY and wife, JERRIE L. MURRAY

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

LAND in Davidson County, Tennessee, being the westerly twenty-five feet of Lot No. 20 on the Plan of the Second re-subdivision of the Bransford-McWhirter Subdivision of the Allison Place, as of record in Book 332, page 20, Register's Office for said County.

SAID part of Lot No. 20 fronts 25 feet on the southerly side of Forrest Avenue, and extends back between parallel lines 150 feet to an alley.

BEING the same property conveyed to Deborah S. Green by deed from Connie B. Lillard, Trustee, and Danmar Enterprises, Inc., of record in Book 5852, page 801, Register's Office for Davidson County, Tennessee.

Grantor herein hereby agrees that Grantee may be entitled to substitute the within described collateral for other collateral of equal equity value upon approval by Grantor, which approval shall not be unreasonably withheld. Grantor further agrees to subordinate the indebtedness at a future time in accordance with a separate agreement entered into by the parties to which reference is hereby made and incorporated herein. Grantee shall have the right of first refusal in the event the Grantor herein shall at any time sell its interest at a discount. In the event of default in payment by Grantee to Grantor, Grantor shall be required to send a 30 day written notice by certified mail to the proper address, such notice required to be sent thirty days prior to any scheduled* *foreclosure. This loan shall be assumable upon approval by Grantor of the assumptor such approval not to be unreasonably withheld.

This is unimproved ( ) improved (X) property, known as 1008-A Forrest, Nashville, Tennessee 37206
(House Number) (Street) P. O. Address (City or Town) (Postal Zone)

00#22

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 I. Dyke Tatum 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 maximum loan 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 trusteeship.

IN WITNESS WHEREOF, we, the said grantors and grantees, have hereunto set our hands this the 14th day of March 19 86.

William R. Murray by Jerrie L. Murray
William R. Murray

Jerrie L. Murray

Deborah S. Green
Deborah S. Green, Individually

Deborah S. Green
Deborah S. Green, Trustee

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Deborah S. Green, Individually and Deborah S. Green, Trustee 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, Tennessee, this 14th day of March, 1986.

Robert W. Madden
Notary Public

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Commission expires Nov. 1, 1987.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Jerrie L. Murray, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that she executed the within instrument on behalf of William R. Murray as his Attorney-in-Fact, as the free act and deed of the within named William R. Murray.

Witness my hand and official seal at Nashville, Tennessee, this 14th day of March, 1986.

NOTARY PUBLIC AT LARGE

Notary Public

My Commission Expires: 11-12-89