BOOK 8294 PAGE 875

This instrument prepared by: L. Ken Johnson, Att.
302 Moss Trail Goodlettsville
Tennessee, 37072

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $16,750.00

X James L. Murphy
JAMES LYNN MURPHY

Subscribed and sworn to before me this the 12 day of FEBRUARY, 1991.

Julia P. Dodd
Notary Public

My comm. exp. July 24, 1993

ADDRESS NEW OWNER:
JAMES LYNN MURPHY
412 ADAIR ROAD
Nashville, Tennessee 37214

SEND TAX BILLS TO:
NEW OWNER

MAP/PARCEL NO.:
095-11-0086.00

Mortgagee: CHARLES W. PHIPPS
2820 Donna Hill Drive
Nashville, Tn. 37214

INSTALLMENT DEED

MAXIMUM PRINCIPAL AMOUNT OF INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $29,800.00.

For and in consideration of the sum of THIRTY THOUSAND ($30,000.00) DOLLARS) of which TWO HUNDRED ($200.00) Dollars has been paid in cash by the grantee hereinafter named, the receipt of which is hereby acknowledged, and for the remainder, the said Grantee has executed his note of even date payable to the Grantor, in the amount of Twenty Nine Thousand Eight Hundred ($29,800.00) Dollars of even date, with interest at the rate of Six Per Centum (6%) interest, and payable Two Hundred ($200.00) Dollars monthly beginning one month after date and no prepaid penalty, and providing for payment of attorney's fees and to secure the payment of said note, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

I, CHARLES W. PHIPPS, a single man, hereinafter called the Grantor, have this day bargained and sold and do hereby transfer and convey unto the said JAMES LYNN MURPHY, a single man, his heirs and assigns, a certain tract or parcel of land AS FOLLOWS:

Land in Davidson County, Tennessee, being Lot No. 40 on the Map of Cloverdale Subdivision, as of record in Book 2133, page 9, Register's Office for Davidson County, Tennessee.

Said Lot No. 40 fronts 189.9 feet on the westerly side of Adair Road and runs back between lines, 188 feet on the northerly line and 128 feet on the southerly line to a dead line in the rear, which is a broken line, on which it measures 131 feet.

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FEB 19 2 45 PM '91
FELIX Z. M. LSON, JR.
DAVIDSON COUNTY TN.

IDENTIF. TREFERENCE

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L. KENNETH JOHNSON
LAWYER
302 MOSS TRAIL
GOODLETTSVILLE, TENN. 37072

being the same property conveyed to ETHIE LEE PHIPPS by deed from CHARLES W. PHIPPS by deed of record in Book 6379, Page 567, Register's Office for Davidson County, Tennessee. Ethie Lee Phipps died intestate and her only heir was her husband, Grantor herein.

THIS PROPERTY IS CONVEYED SUBJECT TO ALL EASEMENTS APPARENT AND OF RECORD AND ALL SEWERS, DRAINAGE, ROADS AND STREETS AND IS CONVEYED AS IS AND TAXES FOR 1991 WILL BE PAID BY GRANTEE AND GRANTOR TRANSFERS ALL INSURANCE WITHOUT CHARGE TO GRANTEE..

To have and to Hold the said tract or parcel of land with the appurtenances, estate, title and interest thereto belonging to the said JAMES LYNN MURPHY, a single man, his heirs and assigns, forever

And CHARLES W. PHIPPS, a widower, do covenant with the said JAMES LYNN MURPHY that I am lawfully seized and possessed of said land in fee simple; have a good right to convey it, and the same is unencumbered unless otherwise stated in this Deed.

And I do further covenant and bind myself, my heirs and representatives to warrant and forever defend the title to said land to the said JAMES LYNN MURPHY his heirs and assigns against the lawful claims of all persons whomsoever.

This is improved property known as 412 Adair Road, Nashville, Tennessee 37214.

AND NOW, for the purpose of better and more effectually securing the payment of lien notes and rendering unnecessary court proceedings for the enforcement of said lien in the event of non payment of said payments or notes as they mature, as hereinafter provided and for the consideration of one dollar, to us in hand paid, I the said Grantee herein do hereby transfer and convey unto L. Kenneth Johnson, Trustee, his successors and assigns the real estate hereinbefore described with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid only. I the said Grantee do hereby agree to keep all buildings now on, or to be hereafter erected on said property insured in some reliable insurance company or companies for its actual value until the note 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 and holder of said note, as his interest may appear. I 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 I fail to do either, then the said Trustee, or the lawful owner and holder of said note, or any of them, may do any and 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 Grantee shall pay the note, aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this Trust conveyance shall be of no further force and effect. BUT, if I fail to pay any of the payments of the note promptly when due or at maturity or if, failing to pay taxes, keep up repairs or keep premises insured as herein provided; I fail to reimburse the Trustee or lawful owner and holder of said note for all sums with interest, so expended by said Trustee, or lawful owner and holder of said note, 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 note or payments past due and unpaid, all of remaining portion of said note shall become due and payable at once, without notice, and 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,

L. KENNETH JOHNSON
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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, the statutory right of redemption, homestead, dower, statutory or elective rights, and all other exemptions of every kind, which are 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. I agree that the Trustee, may at any time after default in the payments of said note, enter and take possession of said property, and shall only account for the net rents actually received by him. I 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 their 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 unpaid note 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 Grantee herein, his 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 note, 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 or successor 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 Grantor and Grantee, have hereunto set our hands at Goodlettsville, Tennessee this the 12 day of FEBRUARY, 1991.

X Charles W. Phipps
CHARLES W. PHIPPS

X James L. Murphy
JAMES LYNN MURPHY

State of Tennessee

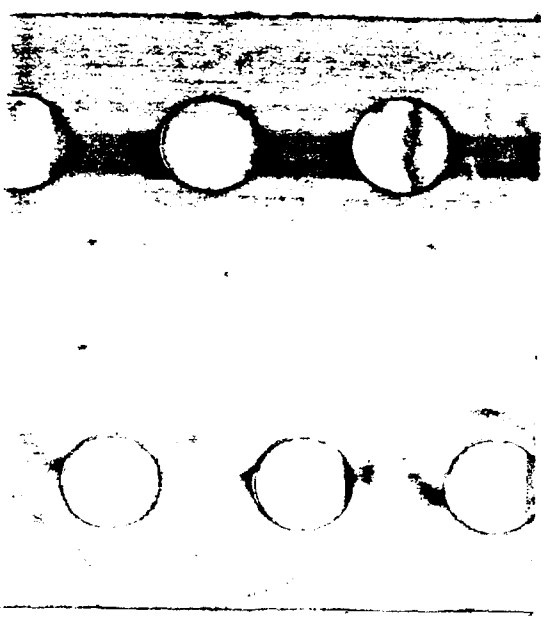
County of Davidson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, CHARLES W. PHIPPS and JAMES LYNN MURPHY, the bargainors, with whom I am personally acquainted and who acknowledged that they executed the within instrument for the purposes therein contained on this the 12 day of FEBRUARY, 1991.

Julia P. Todd
Notary Public

My comm. exp. July 24, 1993

L. KENNETH JOHNSON
LAWYER
302 MOSS TRAIL
GOODLETTSVILLE, TENN. 37072



OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

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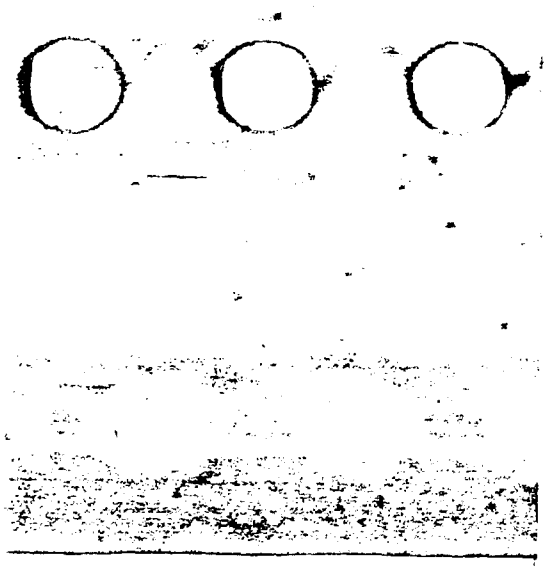
CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TAX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TAX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL

CAMT	16750.00
MAMT	29800.00
CON TX	55.11
MOR TX	31.97
PRFEE	1.00
WDEED	9.00
TOTAL	97.08
CHECK	97.08

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

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IDENTIF. T REFERENCE

FEB 19 2 45 PM '91

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY TN.

No. 398116