FROM:

Frances G. McMurry, et al.

TO:

Charles W. Ewing

This instrument prepared by:

Dinah L. Clark, Attorney
Suite 622 - 1101 Kermit Drive
Nashville, Tennessee 37217
(615) 361-3232

Address of New Owner:	Send Tax Bills to:	Map-Parcel Numbers
Charles W. Ewing Sr.	same	Tract I: 93-16 187
P.O. Box 80356		
Nashville, TN 37208		Tract II: 93-16 186

FOR AND IN CONSIDERATION OF the sum of Ten Thousand Eight Hundred ($10,800) Dollars of which $100.00 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 this date executed an Installment Deed Note secured by this Installment Deed, agreeing to pay to the order of Frances G. McMurry and Allison H. Grayson, Executor for the estate of Frances E. Grayson, the principal sum of $10,700, bearing interest at 10% per annum, in monthly installments of $ 115.00 , commencing on the 15th day of April, 1993 and continuing thereafter on the 1st day of each succeeding month until fully paid. A late charge of 10% will be charged and paid on any monthly installments due and not paid on or before ten (10) days after due date.

In addition Grantee assumes and agrees to pay the lien of the Codes Administration of the Metropolitan Government of Nashville and Davidson County.

Further grantee agrees to pay any attorney's fees necessitated by the collection of this debt, 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,

Frances G. McMurry and Allison H. Grayson, Executor of the Estate of Frances E. Grayson, deceased, hereinafter referred to as grantors, have this day bargained and sold, and do hereby transfer and convey unto Charles E. Ewing, hereinafter called grantee, his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

TRACT I: Being the southerly 27½ feet of the easterly 124 feet of Lot No. 4 on the plan of Emma G. Watson's Subdivision, as of record in Book 57, page 84, Register's Office for said County.

Said part of Lot No. 4 fronts 27½ feet on the westerly side of Fairfield Avenue and runs back between parallel lines with the northerly margin of an alley 124 feet to a dead line.

Being a part of the same property conveyed to Frances G. McMurry and Frances E. Grayson by deed from D & D Management, Inc. and Larry Shelton of record in Book 8480, page 47, Register's Office for Davidson County, Tennessee.

TRACT II: Beginning at the northeast corner of Lot No. 4, as shown by Emma G. Watson's Subdivision of record in Book 57, page 84, Register's Office for said County; thence westwardly and parallel with Cannon Street 194 feet, more or less, to an alley; thence southwardly with said alley 55 feet to a 10 foot alley; thence eastwardly with said alley 70 feet, more or less, to the southwest corner of the lot sold to Charles Todd; thence northwardly with said Todd's line 31 feet to a point; thence eastwardly and parallel with Cannon Street 124 feet to the westerly margin of Fairfield Street; thence northwardly with said Fairfield Street 24 feet to the beginning.

Being a part of the same property conveyed to Frances G. McMurry and Frances E. Grayson, by deed from D & D Management, Inc. and Larry Shelton of record in Book 8480, page 47, Register's Office for Davidson County, Tennessee.

The said Frances E. Grayson having since died and Allison H. Grayson, having been appointed executor of her estate.

This is improved property known as 78 & 80 Fairfield Ave, Nashville, TN 37210

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 David Pledger, 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 $ ins. val. 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, the statutory right of redemption, homestead, dower, statutory or elective rights, 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 15th & 16th day of December 19 92.

Charles W. Ewing Jr.
CHARLES W. EWING

Frances McMurray
FRANCES McMURRY

Allison H. Grayson
ALLISON GRAYSON, EXECUTOR

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me Dinah L. Clark, a Notary Public in and for said County and State, the within named Allison H. Grayson

the bargainors, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, TN Tennessee, this 15th day of December, 1992.

Dinah L Clark
Notary Public

Commission expires 7/24/93

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Dinah L. Clark, a Notary Public in and for said County and State, the within named, Charles W. Ewing, Sr. & Frances McMurry bargainor, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 16th day of December, 1992.

Dinah L Clark
NOTARY PUBLIC
My Commission expire: 7/24/93

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $10,700.00"

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater for this transfer is $12,800.00.

Affiant

Sworn to and subscribed before me this 16th day of December, 1992.

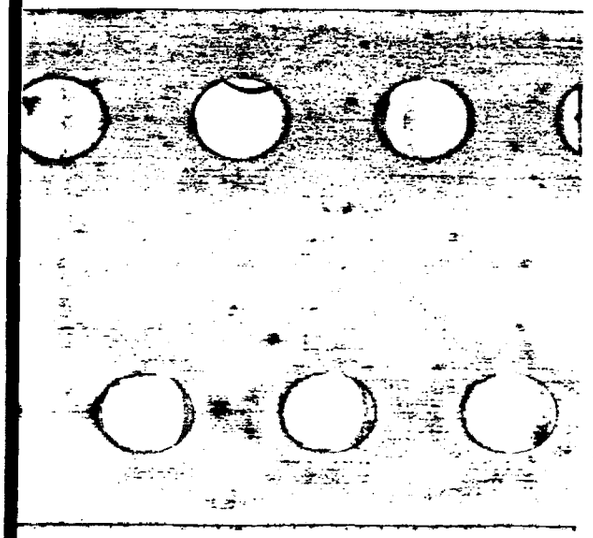
Dinah L Clark
Notary Public
My Commission expires: 7/24/93

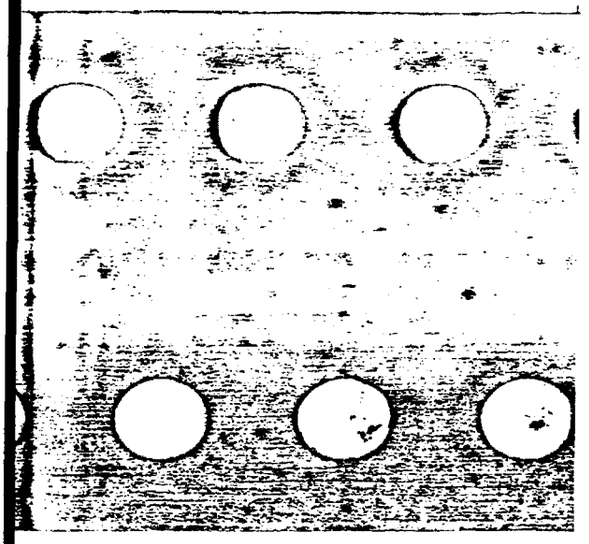
DEC 3 11 44 PM '92
DAVIDSON COUNTY TN

IDENTIFICATION REFERENCE

PICK-UP

LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED





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

RECEIVED OF _____

FOR _____

BOOK 8818 PAGE 841

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
				CAMT 10800.00
				MAMT 10700.00
				CON TX 39.96
				MOR TX 10.01
				PRFEE 1.00
				WDEED 8.00
				TOTAL 58.97
				CHECK 58.97
			12/18/92 01	15:42 0001 3535

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

7.5.3.4'2.

IDENTIFICATION REFERENCE

DEC 18 3 44 PM '92

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 602703