THIS INSTRUMENT PREPARED BY
Larry D. Ashworth, Esq.
227 Second Avenue, North
Nashville, Tennessee 37201

Mail

INSTALLMENT DEED

Address New Owners:	Send Tax Bills To:	Map/Parcel No.:
E. Mark Turner	Same	82-3
109 Hatfield Lane		142
Mt. Juliet, TN 37122		

FOR AND IN CONSIDERATION of the sum of TEN THOUSAND DOLLARS ($10,000) of which ONE THOUSAND DOLLARS ($1,000) has been paid in cash, the amount of which is hereby acknowledged, and for the remainder NINE THOUSAND DOLLARS ($9,000),

> E. MARK TURNER has executed his promissory note of even date herewith in the principal amount of NINE THOUSAND DOLLARS ($9,000) payable to the order of WAYNE EPPERLY and wife, RUTH S. EPPERLY as follows: On the 1st day of October, 1994 the sum of One Hundred Nine & 19/100 Dollars ($109.19) and thereafter a like sum on the first day of each succeeding month for a term of 60 months at which time the entire unpaid principal balance of debt and all accrued unpaid interest shall at once become due and payable. Said monthly installment of $109.19 includes principal and interest at the rate of eight percent (8%) per annum.

and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest and attorney fees, a lien is expressly returned on the land herein conveyed, WAYNE EPPERLY and wife, RUTH S. EPPERLY, have this day bargained and sold and do hereby transfer and convey unto the said E. MARK TURNER, the Grantee herein, his successors, heirs and assigns, a certain real estate in Davidson County, Tennessee, to-wit:

> Land in Davidson County, Tennessee, being Lot No. 4 on the Plan of Benedict Land Company's Subdivision of the Lindsley Tract, as of record in Book 332, Page 40, Register's Office for said County.
>
> Said Lot No. 4 fronts 50 feet on the northerly side of Cleveland Street, formerly Joy Avenue, and runs back between parallel lines 150 feet to an alley.
>
> Being the same property conveyed to Wayne Epperly by deed from Richard Ray Groom, as Executor of the Estate of Marie E. Groom of record in Book 8394, Page 944, Register's Office for Davidson County, Tennessee.
>
> Maximum principal indebtedness for Tennessee recording tax purposes is $9,000.
>
> This is improved property known as:
> 207 Cleveland Street
> Nashville, Tennessee 37207

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, his successors, heirs and assigns, and we do covenant with the said Grantee that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered, unless otherwise herein set out,.

We do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to the said Grantee, his heirs and assigns, against the lawful claims of all persons whosoever.

And now, for the purpose of better and more effectually securing the payment of said lien indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Grantee hereinafter referred to as trustors, hereby transfer and convey unto Larry D. Ashworth, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:

Trustors 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 the sum of $9,000, or at least the maximum insurable value, until the indebtedness 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 or holder of said indebtedness as his interest may appear.

Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and expenses of such appearance or proceedings, together with a reasonable attorney's fee shall be allowed, and be payable by trustors upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness, may do any or all of these things and the amounts so paid shall bear 6% interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms and pay taxes, keep up repairs and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to keep taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustors fail to reimburse the trustee or lawful owner and holder of said indebtedness for all sums with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, within 30 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 indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof, shall become due and payable at once, without notice, and the said trustee, or his successor in trust, is hereby authorized and empowered, upon given 20 days' notice by 3 publications in any newspaper, daily or weekly published in Davidson County, Tennessee, to sell said property at the front door of the Courthouse 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 eery kind, which are hereby expressly waived; and the said trustee, or his successor intrust, is authorized and empowered to execute and deliver a deed to the purchaser. The creditor may bid at any sale under this trust conveyance. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property and shall only account for the net rents actually received by him. It is further agreed 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 advice 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 indebtedness 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 trustors, their order, 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 indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure to do so, then the holder in order of the next maturing notes, 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 above-named trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the singular and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, we have hereunto set our hands this 13 day of September, 1994.

E. Mark Turner
E. MARK TURNER

Wayne Epperly
WAYNE EPPERLY

Ruth S. Epperly
RUTH S. EPPERLY

STATE OF TENNESSEE}
COUNTY OF DAVIDSON}

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, WAYNE EPPERLY and RUTH S. EPPERLY, the within named 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 13 day of September, 1994.

NOTARY PUBLIC

My commission expires: 5/24/97

****

STATE OF TENNESSEE}
COUNTY OF DAVIDSON}

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, E. MARK TURNER, the within named bargainor 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 13 day of September, 1994.

NOTARY PUBLIC

My commission expires: 5/24/97

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STATE OF TENNESSEE}
COUNTY OF DAVIDSON}

The actual consideration or value, whichever is greater, for this transfer is 10,000.

Affiant

Sworn to and subscribed before me this 13 day of September, 1994.

Notary Public

My commission expires: 5/24/97

90859

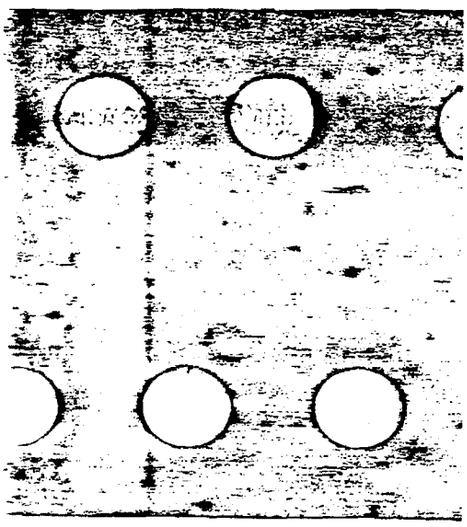
IDENTIF. & REFERENCE

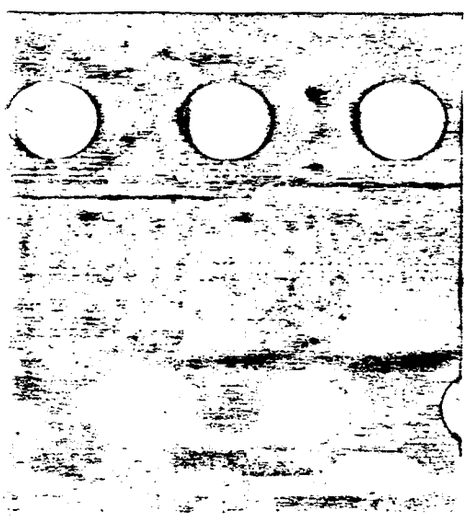
94 SEP 14 PM 1:46

FELIX [illegible] REGISTER
DAVIDSON COUNTY, TN.

3390 09/14 0101 03CHECK

58.05





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

RECEIVED OF _____

FOR _____

BOOK 9464 PAGE 867

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 10000.00
MAMT 9000.00
CON TX 37.00
MOR TX 8.05
~~REGFEE~~ ~~1.00~~
~~MTGFEE~~ ~~12.00~~
TOTAL 58.05
CHECK 58.05

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

94 SEP 14 PM 1:16
FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

09/14/94 01 13:45 0001 8390

90859
IDENTIF. ↑ REFERENCE

No. 834720