BOOK 10181 PG 481

INSTALLMENT DEED

FROM: Frances G. McMurry

TO: Samuel Hambrick

THIS INSTRUMENT PREPARED BY:
Dinah L. Clark, Attorney at Law
1161 Murfreesboro Road, Suite 300
Nashville, Tennessee 37217
(615) 361-3232

Address of New Owner	**Send Tax Bills To:**	**Map-Parcel Numbers**
Samuel Hambrick	Same	Tract 1: 105-05-245 Tract 2: 105-05-246

FOR AND IN CONSIDERATION OF the sum of **Thirty Seven Thousand Five Hundred and no/100 ($37,500.00) DOLLARS** of which $10,000.00 has been paid in cash by grantee hereinafter named, the receipt of which is hereby acknowledge, and for the remainder, the said grantee has executed his one promissory note of even date herewith bearing interest at the rate of 9% per annum, amortized over 15 years, in the original principal sum of **Twenty Seven Thousand Five Hundred and no/100 ($27,500.00) Dollars**, payable to the order of Frances G. McMurry in monthly installments of **Three Hundred Forty Eight and 87/100 ($348.87) Dollars** each, commencing on October 1, 1996 and continuing in a like sum for One Hundred Twenty (120) months until paid in full. A late charge in the sum of 5% of any monthly installment due shall be charged and paid on any monthly payments not postmarked on or before the 5th day of the month in which it is due. The note further provides for the payment of attorney's fees in the event of default. To secure the payment of said note, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed.

Frances G. McMurry, a single person, has this day bargained and sold, and does hereby transfer and convey unto the said Samuel Hambrick, his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

TRACT 1: Being Lot No. 41 on the plan of Bransford Realty Company's Re-Subdivision of the north part of A. B. Hill Subdivision of the Plant Lands, as of record in Book 421, page 77, Register's Office for said County.

Said Lot No. 41 fronts 49.8 feet on the northerly side of Argyle Avenue and extends back between lines and along the easterly margin of a 15 foot alley, 150 feet more or less to an alley in the rear, measuring 29 feet on said rear alley.

Being the same property conveyed to Frances G. McMurry by deed from Eleanor G. Grayson and Allison H. Grayson of record in Book 9698 page 703, Register's Office for Davidson County, Tennessee.

This is improved property known as 1112 Argyle Avenue, Nashville, Tennessee.

TRACT 2: Being Lot No. 42 on the plan of Bransford Realty Company's Re-Subdivision of the north part of A. B. Hill Subdivision of the Plant Lands, as of record in Book 421, page 77, described according to a survey of Barge, Waggoner and Sumner, dated June 28, 1971, as follows:

Beginning at an iron pin in the northerly margin of Argyle Avenue, said iron pin being 200 feet from the northwest intersection of Argyle Avenue and 11th Avenue, South; thence with the margin of said Avenue, north 84 deg 39 min west 40 feet to an iron pin; thence leaving the margin of said Avenue, north 9 deg 23 min east 150 feet to an iron pin in the southerly margin of alley 658; thence with the margin of said alley south 84 deg 39 min east 40 feet to an iron pin; thence leaving said alley south 9 deg 23 min west 150 feet to the point of beginning.

Being the same property conveyed to Frances G. McMurry by deed from Marjorie G. Canady of record in Book 9698, page 701, Register's Office for Davidson County, Tennessee.

This is unimproved property known as 1110 Argyle Avenue, Nashville, Tennessee.

To have and to hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Samuel Hambrick, his heirs and assigns forever, I covenant that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered except as otherwise stated herein.

I further covenant and bind myself and my heirs and representatives, to warrant and forever defend the title to the said real estate to said Samuel Hambrick, his 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 note, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said note, as it may mature, as hereinafter provided, and for the consideration of one dollar, to me in hand paid, I, the said Samuel Hambrick, do hereby transfer and convey unto Dinah L. Clark, Trustee, her successors and assigns, the real estate hereinabove described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

I, the said Samuel Hambrick 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 the balance on the installment deed note until the note herein secured is fully paid, and to have the loss, if any, made payable on the policy or policies to the said Trustee for the benefit of the lawful owner and holder of said notes, as her interest may appear.

I further agree to keep the improvements on said property in good repair and preservation in accordance with the Metropolitan Codes Administration, 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 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 or in the alternative, the Trustee may call the note due.

Now, if I, Samuel Hambrick, shall pay the note aforesaid when due; according to its terms, and pay taxes, keep up repairs, and keep the said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if I fail to pay the note or any installment thereof, promptly at maturity or if, failing to pay taxes, keep up repairs in accordance with the requirements of the Metropolitan Codes Administration, or keep the 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 any of said installments then past due and unpaid, all remaining unpaid installments shall become due and payable at once, without notice, and the said Trustee or her 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 Courthouse in said county tithe 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 trust conveyance. We agree, that the Trustee may, at any time after default in the payment of any one of said installments, enter and take possession of said property, and shall only account for the net rents actually received by her. 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 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 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 Samuel Hambrick, his representatives or assigns.

In case of the death, absence, inability or refusal to act of said Trustee at any time when actions under the foregoing power and trusts may be required, the lawful owner and holder of said lien notes, or if more than one, the first maturing, unpaid note, is hereby authorized in writing to be recorded in the Register's Office for Davidson County, Tennessee, and title herein conveyed to Dinah L. Clark, Trustee, shall be vested in said successor.

Said Trustee shall execute this trust without being required to give bond, and she shall not be required to file any account or settlement in relationship to her trusteeship.

IN WITNESS WHEREOF we, the said Frances McMurry and Samuel Hambrick hereunto set our hands at Nashville, Tennessee this the 30th day of Aug., 1996.

SEP -6 AM 10:23
REGISTER
DAVIDSON COUNTY, TN.

0222139
IDENTIF. & REFERENCE

Frances G. McMurry
FRANCES G. McMURRY

Samuel Hambrick
SAMUEL HAMBRICK

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named, Frances G. McMurry and Samuel Hambrick, the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 30th day of Aug., 1996.

Maige D Daguest
NOTARY PUBLIC
My commission expires: 7-26-99

NOTARY PUBLIC AT LARGE

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 37,500.00

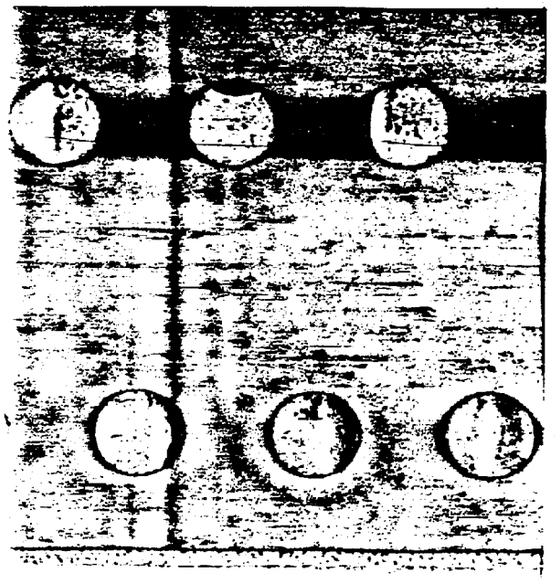
Kent D Talley
Affiant

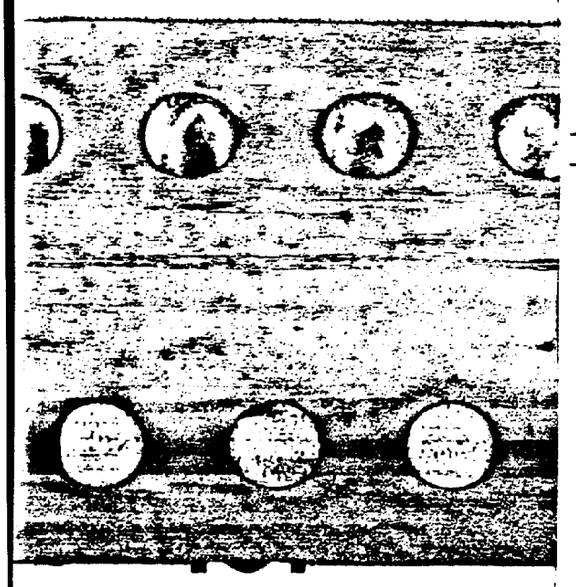
SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 6 DAY OF September 1996.

Deputy Register

96 0101 03CHECK 177.00

Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $ 27,500.00 .





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

RECEIVED OF _____

FOR _____

BOOK 10181 PG 483

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 37500.00
				MAMT 25500.00
				CON TX 138.75
				MOR TX 29.33
				PRFEE 1.00
				WDEED 8.00
				TOTAL 177.08
				CHECK 177.08
			09/06/96 01	10:24 0001 5136

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0222139
IDENTIF. # REFERENCE

96 SEP -6 AM 10:23
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 1027633