Davidson County DEEDINST
Recvd: 09/21/04 13:49 3pgs
Fees:18.00 Taxes:143.20
20040921-0113586

INSTALLMENT DEED

Address of New Owner:	**Send Tax Bills to:**	Map-Parcel Nos.
Canady Children's Trust	SAME	Map 105-05
C/o Robert L. Canady, Trustee		Parcel 245
106 Bedford Place		
Charlottesville, VA 22903		

FOR AND IN CONSIDERATION OF the sum of **Thirty Thousand One and no/100 ($30,001.00) DOLLARS** of which $1.00 has been paid in cash by grantee hereinafter named, the receipt of which is hereby acknowledged, and for the remainder, the said grantee has executed its one promissory note of even date herewith bearing interest at the rate of 6.0% per annum, amortized over ten years, in the original principal sum of **Thirty Thousand and no/100 ($30,000.00) DOLLARS**, payable to the order of Frances G. McMurry in monthly installments of **Three Hundred Thirty Three and 25/100 ($333.25) DOLLARS** each, commencing on October 1, 2004 and continuing in a like sum until September 1, 2014, at which time the remaining calculated balance is payable in full. A late charge in the sum of 5% of any monthly installment due shall be charged and paid on any monthly payment not received on or before the 10th day of any 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's 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 Canady Children's Trust, Robert L. Canady, Trustee, its assigns, her interest in certain real estate in Davidson County, Tennessee, as follows:

Being the northerly 37 feet of the southerly 150 feet of the westerly 50 feet of Lot No. 22 on the Waverly Land Company's Plan of Lots, called "Waverly Place" as of record in Book No. 57, page 95, Register Register's Office for Davidson County, Tennessee.

Said part of Lot No. 22 fronts 37 feet on the easterly side of Hillside Avenue and runs back between parallel lines 50 feet to a dead line.

Being the same property conveyed to Frances G. McMurry by deed from Marjorie G. Canady, Eleanor D. Grayson, and Allison H. Grayson of record in Book 9730, Page 798, Register's Office for Davidson County, Tennessee.

This is improved property known as 1902 Hillside Avenue, Nashville, Tennessee.

To have and to hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Canady Children's Trust, its assigns, forever, I covenant that I am lawfully seized and possessed of said real estate in fee simple, and have a good right to convey it, and that the same is otherwise unencumbered except as 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 Canady Children's Trust, its 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, Robert L. Canady, Trustee of the Canady Children's Trust, do hereby transfer and convey unto Mark E. McMurry, Trustee, his successors and assigns, the real estate herein above described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

I, the said Robert L. Canady, Trustee of the Canady Children's Trust, 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 those 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, Robert L. Canady, Trustee of the Canady Children's Trust, 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 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 his successor in trust is hereby authorized and empowered to, 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 of 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 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 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 delivery to him by the Trustee of a deed for said property. In case of sales 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, and 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 the Canady Children's Trust, its assigns.

In case of the death of, 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 Mark E. McMurry, Trustee, shall be vested in said successor.

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 relationship to his trusteeship.

IN WITNESS WHEREOF, the said Frances G. McMurry hereunto sets her hand at Murfreesboro, Tennessee this 26th day of August, 2004.

Frances G. McMurry

STATE OF TENNESSEE
COUNTY OF RUTHERFORD

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named Frances G. McMurry, the Grantor, with whom I am personally acquainted (or who provided proof of identity), and who acknowledged that she executed this instrument for the purposes therein contained.

WITNESS my hand and official seal at Murfreesboro, TN this 26th day of August,

NOTARY PUBLIC
My Commission expires: 11-20-

INSTALLMENT DEED: 1902 Hillside Avenue Map 105-05
Nashville, Tennessee Parcel 245

IN WITNESS WHEREOF, the said Robert L. Canady hereunto sets his hand at Charlottesville, Virginia this 2 day of Sept., 2004.

COMMONWEALTH OF VIRGINIA
COUNTY OF ALBEMARLE

Robert L. Canady

Personally appeared before me, the undersigned authority, a Notary Public in and for said Commonwealth and State, the within named Robert L. Canady, Trustee of the Canady Children's Trust, the Grantee, with whom I am personally acquainted (or who provided proof of identity), and who acknowledged that he executed this instrument for the purposes therein contained.

WITNESS my hand and official seal at Charlottesville, VA this 2 day of Sept, 2004.

NOTARY PUBLIC Penelope L Ray
My Commission expires: July 31

PENELOPE L RAY ★ NOTARY PUBLIC ★ COMMONWEALTH OF VIRGINIA

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 30,000.00

AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 2 DAY OF Sept 2004

Deputy Register