Map 69-8
P/o Par. 1 M.o.

INSTALLMENT DEED

BOOK 3822 PAGE 907

For and in Consideration of the sum of THREE THOUSAND FIVE HUNDRED and No/100 ($3,500.00) Dollars, of which ONE THOUSAND SEVEN HUNDRED FIFTY and No/100 ($1,750.00) Dollars, has been paid in cash by David W. Williams and wife, Jessie Bell Williams the receipt of which is hereby acknowledged, and for the remainder of ONE THOUSAND SEVEN HUNDRED FIFTY and No/100 ($1,750.00) Dollars, the said David W. Williams and wife, Jessie Bell Williams, have executed their one promissory note of even date herewith, payable to the order of L. E. Smith in monthly installments of $50.00 each, which includes principal and interest at the rate of 6% per annum, beginning November 15, 1964, with the balance being due and payable on or before April 15, 1968, and the makers of said note have the privilege of paying in any one month any amount over the regualar payment of $50.00 that they may desire, said payments to be applied first to the payment of interest on the principal sum or so much as shall from time to time remain unpaid, and the balance to be applied to the payment of the principal sum until the entire amount, both principal and interest, has been paid in full,

all of said notes bearing six per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, we, L. E. Smith and wife, Sadie Jones Smith,

have this day bargained and sold, and do hereby transfer and convey unto the said David W. Williams and wife, Jessie Bell Williams, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being situated in the 13th Civil District of said County, and being part of Tract No. 8 on the Plan of Fairview Subdivision, of record in Book 974, page 41, Register's Office for said County, described according to a copy of a survey by Hickerson and Hickerson, Engineers, dated February 23, 1964, as follows:

Beginning at a point in the southerly margin of West Hamilton Road, which point is located 1337.7 feet west, as measured along the southerly margin of West Hamilton Road, from the intersection of the southerly margin of West Hamilton Road with the westerly margin of Clarksville Highway, which point of intersection is also the northeast corner of Lot No. 1 of Tract 8 on the Revised Map of Fairview Subdivision, of record in Book 1130, page 54, said Register's Office; thence south 4 deg. 58 min. west 200 feet to a point; thence north 85 deg. 2 min. west 100 feet to a point; thence north 4 deg. 58 min. east 200 feet to a point in the southerly margin of said West Hamilton Road; thence with the margin of the same, south 85 deg. 2 min. east 100 feet to the point of beginning. Said tract is unimproved.

Being part of the property conveyed to L. E. Smith, by deed from James E. Covington, Clerk and Master of the ChanceryCourt at Nashville, of record in Book 2811, page 528, Register's Office for Davidson County, Tennessee.

Said tract is a part of Parcel No. 13 D 13505. Send tax statements to David W. Williams et ux, 1509 23rd Avenue, North, Nashville, Tenn. 37208.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said David W. Williams and wife, Jessie Bell Williams, 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 said real estate to said David W. Williams and wife, Jessie Bell Williams, 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 David W. Williams and wife, Jessie Bell Williams,

do hereby transfer and convey unto Carole C. Smith, 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 David W. Williams and wife, Jessie Bell Williams

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 $ insurable value 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 interst 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 David W. Williams and wife, Jessie Bell Williams, 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; or if 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, 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 notes, enter and take possession of said property, and shall only account for the net rents actually received by him. 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 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 David W. Williams and wife, Jessie Bell Williams, 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 Carole C. Smith, 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 relation to his trusteeship.

IN WITNESS WHEREOF, we, the said L. E. Smith and wife, Sadie Jones Smith, and David W. Williams and wife, Jessie Bell Williams, hereunto set our hands at Nashville, Tennessee, this the 15 day of October 19 64

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

L. E. Smith
Sadie Jones Smith
David W. Williams
Jessie Bell Williams

STATE OF TENNESSEE
Davidson County

Personally appeared before me, John B. Henry, a Notary Public in and for said County and State, the within named L. E. Smith and wife, Sadie Jones Smith, and David W. Williams and wife, Jessie Bell Williams,

the bargainor s, 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 15 day of October, 1964

Commission Expires May 16, 1965

John Henry, Notary Public.

STATE OF [redacted]
[redacted] County.

Personally appeared before me, [redacted], a Notary Public in and for said County and State, the within named [redacted]

the bargainor [redacted], with whom I am personally acquainted, and who acknowledged that [redacted] executed the within instrument for the purposes therein contained.

Witness my hand and official seal at [redacted] this [redacted] day of [redacted], 19[redacted]

[redacted], Notary Public.

Commission Expires [redacted]

STATE OF TENNESSEE
Davidson County

Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____ with whom I am personally acquainted and who upon (his oath / their several oaths) acknowledged (himself / themselves) to be the _____ and _____ respectively of the _____ the within named bargainor, a corporation, and that (he / they) as such _____ and _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said _____ as such _____, and attesting the same by the said _____ as such _____

Witness my hand and official seal at office at _____ on this the _____ day of _____, 19____.

My commission expires _____

_____
Notary Public

INSTALLMENT DEED

FROM
L. E. Smith et ux

TO
David W. Williams et ux

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

54713

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

OCT 16 9 47 AM '64

NOTED: BOOK 110 PAGE 244
RECORDING FEE $ 2.50
DEP. REG. 2



STATE TAX $ 5.25
PROBATE .50
TOTAL $ 5.75

OCT 16 1964

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

PAID OCT 16 1964

CT