Installment Deed

BOOK 3901 PAGE 545

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Thomas E. Stamps & Horatio Seymour Yates, Jr. (NAME)	Thomas E. Stamps & Horatio Seymour Yates, Jr. (NAME)	11D-5535
Gallatin Pike (STREET ADDRESS OR ROUTE NUMBER)	Gallatin Pike (STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of THIRTY THOUSAND AND NO/100 ($30,000.00) ---------- *Dollars,*

of which SEVEN THOUSAND FIVE HUNDRED AND NO/100 ($7,500.00) ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder sum of TWENTY-TWO THOUSAND FIVE HUNDRED AND NO/100 ($22,500.00) ---------- *Dollars,*

THOMAS E. STAMPS and HORATIO SEYMOUR YATES, JR., *have executed*

their promissory note of even date herewith payable to the order of Earl S. Smith and wife, Mattie D. Smith, in the principal sum of TWENTY-TWO THOUSAND FIVE HUNDRED AND NO/100 ($22,500.00) DOLLARS, in monthly installments as follows: On the 14 day of July, 1965, the sum of One Hundred Eighty-Three and 85/100 ($183.85) Dollars, and thereafter one hundred seventy-nine (179) monthly installments, each for a like amount, on the 14th day of each succeeding month thereafter, which shall include principal and interest at the rate of five one-half percent (5-1/2%) per annum, to be applied first to the payment of interest and the remainder to principal until said principal sum and interest has been paid in full,

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 retained on the land herein conveyed, we, EARL S. SMITH and wife, MATTIE D. SMITH,

have this day bargained and sold, and do hereby transfer and convey unto the said THOMAS E. STAMPS and HORATIO SEYMOUR YATES, JR., their (successors), *heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Being the north part of Lot No. 20 on the Map showing the subdivision of the Edgemeade Farm, of record in Book 547, pages 89 and 90, Register's Office for said County.

Said part of said lot No. 20 fronts 297 feet on the south side of Edgemeade Boulevard and runs back between lines, 287.4 feet on the west line, along the east margin of a 25 foot avenue, and 273.7 feet, more or less, on the east line, to a dead line in the rear on which it measures 360 feet, more or less.

Being the same real property conveyed to Earl S. Smith and wife, Mattie Dearman Smith, by deed from J. T. Lovell and wife, dated January 4, 1945, filed January 9, 1945, and recorded in Book 1305, page 328, said Register's Office.

This conveyance is made subject to easement for right-of-way of Gallatin Pike vested in Davidson County, lying within the boundaries of the above described premises, as set out in the Decree in the cause of Davidson County vs. Earl S. Smith and wife, Rule No. 52223, Third Circuit Court, of record in Minute Book 54, page 448.

unimproved ( ) This is improved (X) property, known as Gallatin Pike,
(House Number) (Street) P. O. Address: (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said THOMAS E. STAMPS and HORATIO SEYMOUR YATES, JR., their (successors), *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.*, except by easement for right-of-way of Gallatin Pike as hereinabove set forth, and taxes for the year 1965, which have been prorated and assumed by the Grantees.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* THOMAS E. STAMPS and HORATIO SEYMOUR YATES, JR., their (successors), *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 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 THOMAS E. STAMPS and HORATIO SEYMOUR YATES, JR., *hereinafter referred to as trustors, hereby transfer and convey unto* JOHN LEE SMITH, *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 $5,500.00, *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 percent 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 pay 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 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 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 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. 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 so to do, 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.

The word "Trustors" when used herein shall apply to parties both singular and plural.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 14th *day of* June, *19* 65.

Thomas E. Stamps
THOMAS E. STAMPS

Horatio Seymour Yates, Jr.
HORATIO SEYMOUR YATES, JR.

Earl S. Smith
EARL S. SMITH

Mattie D. Smith
MATTIE D. SMITH

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Christine Tunley *a Notary Public in and for said County and State,* Thomas E. Stamps and Horatio Seymour Yates, Jr., *the within named 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* 14th *day of* June, *19* 65

Christine Tunley *Notary Public*

Commission expires November 24, 1968

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Christine Tunsley, *a Notary Public in and for said County and State,* Earl S. Smith and wife, Mattie D. Smith,

the within named 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 14th *day of* June, *19* 65

Christine Tunsley *Notary Public*

Commission expires November 24, 1968

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ..., *a Notary Public of the State and County aforesaid, personally appeared* ....., *with whom I am personally acquainted, and who, upon oath, acknowledged* .....*self to be* ..... *of the* ....., *the within named bargainor, a corporation, and that* .....*he as such* ....., *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporatoin by* .....*self as* .....

Witness my hand and seal, at office in ....., *this* .....*day of* ....., *19*.....

.....*Notary Public*

Commission expires .....

STATE TAX $ 44.50
PROBATE 50
TOTAL $ 44.50

JUN 14 1965

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
PAID JUN 14 1965

C/1

INSTALLMENT DEED

FROM

EARL S. SMITH ET UX

TO

THOMAS E. STAMPS ET AL

8470 9

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

JUN 14 2 58 PM '65

NOTES: BOOK 111 PAGE 75
RECORDING FEE $ 2.75
DEP. REG. .....

Made & Receive the Instrument
Instruments & Records
15th-8th Circle

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776050

THIRTY DOLLARS