BOOK 396 PAGE 286 Tax Parcel No. G-8395

MAP 18-16
PAR 22

FORM 1001

INSTALLMENT DEED — TENNESSEE TITLE COMPANY

FOR AND IN CONSIDERATION OF the sum of $10.00
TEN AND NO/100---------- DOLLARS
Cash in hand paid by the grantees herein, and other good and valuable considerations, the receipt of which is hereby acknowledged, and for the further consideration that the grantees herein have executed their one note of even date herewith; payable to the grantors herein, for the sum of $1,600.00, with interest at 6% per annum, both principal and interest payable $260.00 ~~monthly~~ Yearly, beginning July 1, 1966; said payment to be applied first to payment of interest on the principal amount, or so much thereof as shall from time to time remain unpaid, and the balance to be applied to payment of principal until the entire amount is paid in full,

PREPARED BY
C. H. BRILEY, JR., ATTORNEY
320 UNION STREET
NASHVILLE, TENNESSEE 37219

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

WE, M.V. POWER AND WIFE, PHYLLIS E. POWER,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

WILLIAM HARDIE SMITH AND WIFE, ALICE LORAINE SMITH,

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land lying in the City of Goodlettsville, in said County, described according to a survey made Jan. 27,1960, by Stephen A. Draper, Surveyor, as follows:
BEGINNING at a point on the north side of Dorris Avenue, which point is five feet north of an iron pin, and being the southwest corner of an .86 acre tract now owned by Jack L. Ward, Jr., and wife, thence North 8° 5' West 376 feet to an iron pin, which is the northwest corner of the said Ward property; thence South 63° West 97.5 feet to a point; thence south 3° 30' east 275 feet to the northeast corner of the Davidson County Board of Education property; thence continuing 79.6 feet to a stake in the Board of Education property line, and the north side of Dorris Avenue; thence North 79° 15' East 136.6 feet to the point of beginning.
Being the same properry conveyed to M.V. Power and wife, Phyllis E. Power, by deed from Jack L. Ward, Jr., and wife, as of record in Book 3815, page 534, said Register's Office.

This is improved property located at 115 Dorris Avenue, Goodlettsville, Tennessee. Mail tax statements to William Hardie Smith 115 Dorris Avenue, Goodlettsville, Tennessee.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, 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 the said real estate to said grantees, 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 grantees herein do hereby transfer and convey unto L.M. Nelson Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purpose aforesaid, only. We, the said grantees 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 interest 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 grantees, 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; 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 outcery, 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 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. 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 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 the grantors herein, their heirs, 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 the said Trustee shall be vested in said successor.

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

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 grantors and grantees, have hereunto set our hands this the 2nd day of September 19 65

M.V. Power — William Hardie Smith

Phyllis E. Power — Alice Loraine Smith

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Louise Little, a Notary Public in and for said County and State, the within named William Hardie Smith & wife, Alice Loraine Smith; and M.V. Power & wife, Phyllis E. Power, 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, Tenn. this 24th day of November, 1965

Commission Expires May 3, 1969 — Louise Little, Notary Public.

STATE OF MICHIGAN
COUNTY OF Midland

Personally appeared before me, Bonnie J. Young, a Notary Public in and for said County and State, the within named M.V. Power and wife, Phyllis E. Power, 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 Midland this 2nd day of September 65

Commission Expires 2/11/69 — Bonnie J. Young, Notary Public.

STATE TAX $ 2.40
PROBATE 50
TOTAL $ 2.90

DEC 13 1965
R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
PAID DEC 13 1965

INSTALLMENT DEED
G-18121-Jmm

FROM
M.V. POWER, ET UX.

TO
WILLIAM HARDIE SMITH, ETUX.

PREPARED BY
C. H. BRILEY, JR., ATTORNEY
320 UNION STREET
NASHVILLE, TENNESSEE 37201

REGISTER'S OFFICE
STATE OF TENNESSEE
DAVIDSON COUNTY
Received for record this 13 day of DEC A. D. 1965
at 4:06 o'clock P.M.
Noted in Book 3968 Page 287
Recorded in Book 1113 Page 19
Recording Fee $2.50
FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY
STATE OF TENNESSEE
By . Dept. Reg.
County Register

TENNESSEE TITLE COMPANY
Nashville, Tenn.
Home Office
LAWYERS TITLE INSURANCE CORPORATION
of Richmond, Virginia

REGISTERS OFFICE
PLEASE PUT IN TENN. TITLE CO. BOX