FORM 1003

INSTALLMENT DEED

BOOK 3974 PAGE 808

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Samule W. Grimes et ux	Samule W. Grimes et ux	Map 69-8
(NAME:)	(NAME:)	P/o Par. 1
2522 Herman Street	2522 Herman Street	
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tenn.	Nashville, Tenn.	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

M.C.

FOR AND IN CONSIDERATION OF the sum of THREE THOUSAND FIVE HUNDRED and No/100 ($3,500.00) DOLLARS

of which $ 50.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed their two joint promissory notes of even date herewith, both payable to the order of L. E. Smith and wife, Sadie Jones Smith: One note in the principal sum of $1,000.00, payable in 44 monthly installments of $25.00 each, beginning January 1, 1966, with the balance being due and payable on or before August 1, 1970, said payments include principal and interst at the rate of 6% per annum on the unpaid principal balance from month to month, payments to be applied first to the payment of the interest and balance to be applied to the payment of the principal sum; the other note in the principal sum of $2,450.00, payable in monthly installments of $25.00 each, including principal and interest, beginning January 1, 1966, and on September 1, 1970, monthly installments increase in amount to $50.00 per month and monthly thereafter until said principal sum with interest at the rate of 6% per annum on the unpaid principal balance from month to month has been paid in full, said payments to be applied first to the payment of interest and the balance to be applied to the payment of the principal sum,

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, L. E. SMITH and wife, SADIE JONES SMITH,

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

SAMULE W. GRIMES and wife, ANNIE E. GRIMES,

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: A tract of land 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 January23,1964, as follows:

Beginning at a point in the southerly margin of West Hamilton Road, which point is located 1,033 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. east 230 feet to a point; thence north 52 deg. 09 min. west 100 feet to a point; thence north 4 deg. 58 min. east 209.07 feet to a point in the southerly margin of said West Hamilton Road; thence with the margin of the same, southeastwardly 104.7 feet to the point of beginning.

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

This instrument was prepared by John B. Henry, Attorney, 934 Stahlman Bldg., Nashville, Tennessee 37201.

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

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 nonpayment 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 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 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 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 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:

6

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 advise 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 grantees 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 24th day of November 1965.

L E Smith

Mrs Sadie Jones Smith

Samule W Grimes

Mrs Annie E. Grimes

STATE OF Tennessee
COUNTY OF Davidson

Personally appeared before me, Elma Hughes Wells, a Notary Public in and for said County and State, the within named Samule W. Grimes and wife, Annie E. Grimes, 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 4-28-69

Elma Hughes Wells Notary Public.

STATE TAX $ 5.25
PROBATE .50
TOTAL $ 5.75

JAN 4 1966

STATE OF TENNESSEE
Davidson County

Personally appeared before me, [signature] Notary Public in and for said County and State, the within named L. E. Smith and wife, Sadie Jones Smith, two of the bargainors, 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 6th day of December 1965

R. E. WORKALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
PAID JAN 4 1966

Commission expires Dec 13, 1967

[signature] Notary Public

INSTALLMENT DEED

FROM L. E. SMITH ET UX

TO SAMUEL W. GRIMES ET UX

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

12578

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

JAN 4 3 12 PM '66

NOTED BOOK 113 PAGE 279
RECORDING FEE 2.75
DEP. REG.

HOUSHOLDER, NOCHLIN
COSNER & SUTTON
SUITE 420
STAHLMAN BUILDING
NASHVILLE, TENNESSEE 37201

MATERIALMEN'S LIEN BOOK 3974 PAGE 810

Julious Brown doing business as Julious Brown Lumber Company does hereby make oath and claims a Materialmen's Lien against the following described property:

Land in Davidson County, Tennessee, being part of lot No. 16 on the plan of Elliston's Addition, as of record in Book 21, page 141, Register's Office for said County, described as follows:

Beginning on the southerly margin of West End Avenue, as proposed to be widened, at a point 11 feet, more or less, south of the southerly margin of West End Avenue, as now located, being on the westerly line of the property conveyed to Lillian Wyatt Allen, by deed from Alma J. Elbrick, of record in Book 1320, page 59, said Register's Office; thence with said Allen's westerly line, southwardly 174 feet, more or less, to the northerly margin of an alley, as now established; thence with said alley, westwardly 40 feet, more or less, to the easterly margin of 26th Avenue South; thence with said Avenue, northwardly 162.23 feet, more or less, to the beginning of a curve; thence around said curve, with a radius of 10 feet, northeastwardly 17.22 feer to the southerly margin of West End Avenue, as proposed to be widened; thence with same, eastwardly 54.35 feet, more or less, to the beginning.

Being the same property conveyed to Harrison Street Realty Company, a Tennessee Company, by deed from Ella Ann Smith and husband, L. B. Smith, as of record in book 1945, page 637, Register's Office for Davidson County, Tennessee.

Julious Brown delivered said materials to Carl Turner to be used for improvements on same property, the total amount of material delivered being $133.12. Demand has been made for payment and same has not been paid.

The date of last delivery of materials was October 4, 1965. Therefore, Julious Brown claims a Materialmen's Lien against the aforesaid property of Harrison Street Realty Company, a Tennessee Corporation, in the amount of $133.12.

Signed: _____

Julious Brown

STATE OF TENNESSEE

County of DAVIDSON

Personally appeared before me, M. Perry Nochlin, a Notary Public in and for said County and State, the within named, Julious Brown, the affiant, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 24th day of January, 1966.

My Commission expires April 25, 1966.

Notary Public

Julious Brown

STATE OF TENNESSEE

County of DAVIDSON

Sworn to and subscribed before me this 24th day of January, 1966.

Notary Public

My Commission expires April 25, 1966.

Julius Birnau
to
Hanson Start
Realty Co.

12579

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENNESSEE

JAN 4 3 19 PM '76

NOTE BOOK 113 PAGE 229
RECORDING FEE $ 1.75
DEP. REG. C

LAW OFFICES
HOUSHOLDER, NOCHLIN
COSNER & SUTTON
SUITE 420
STAHLMAN BUILDING
NASHVILLE, TENNESSEE 37201

1.75