This Instrument Was Prepared By
REAU E. FOLK, JR., Attorney
Stahlman Bldg., Nashville, Tenn.

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO: BOOK 4022 PAGE 13	MAP-PARCEL NUMBERS
Smithson Construction Co.	New Owner	Map 147-2
(NAME:)	(NAME:)	
3317 Nolensville Road		193, 194, 195
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee		196, 197, 198
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	for 1966 mp

In 1965: 147-2-42 (6D-23735); part of 133-14-33 (6D-19495) and part of 133-14-32 (6D-19520)

FOR AND IN CONSIDERATION of the sum of TWENTY THOUSAND FIVE HUNDRED ******* ($20,500.00) *Dollars,

of which SEVEN THOUSAND ($7,000.00) *

Dollars, has been paid in cash,

the receipt of which is hereby acknowledged, and for the remainder THIRTEEN THOUSAND FIVE HUNDRED ($13,500.00) *Dollars,

Carl W. Smithson and William H. Smithson, doing business as Smithson Construction Co., *have executed* their joint and several promissory note, of even date herewith, in the principal sum of $13,500.00, payable to the order of R. H. Eubank and wife, Katherine W. Eubank, on or before the first day of September, 1966, plus interest at the rate of six percent (6%) per annum.

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, except as to Lots Nos. 17 and 18, described below, we, R. H. EUBANK and wife, KATHERINE W. EUBANK, *have this day bargained and sold, and do hereby transfer and convey unto the said* CARL W. SMITHSON and WILLIAM H. SMITHSON, doing business as Smithson Construction Co., their [redacted] *heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Land in Davidson County, Tennessee, being Lots Nos. 17, 18, 19, 20, 21 and 22, as shown on the Plan of Shauna Acres, Section One, of record in Book 3842, page 58, Register's Office for said County.

Said Lot No. 17 fronts 93.95 feet on the southerly margin of Lynn Drive and runs back 97.32 feet on the westerly line and 134.18 feet on the easterly line to a dead line in the rear on which it measures 103.93 feet.

Said Lot No. 18 fronts 85 feet on the southerly margin of Lynn Drive and runs back 134.18 feet on the westerly line and 173.43 feet on the easterly line to a dead line in the rear on which it measures 100.11 feet.

Said Lot No. 19 fronts 85 feet on the southerly margin of Lynn Drive and runs back 173.43 feet on the westerly line and 218.74 feet on the easterly line to a dead line in the rear on which it measures 104.4 feet.

Said Lot No. 20 fronts 85 feet on the southerly margin of Lynn Drive and runs back 218.74 feet on the westerly line and 270.75 feet on the easterly line to a dead line in the rear on which it measures 109.48 feet.

Said Lot No. 21 fronts 85 feet on the southerly margin of Lynn Drive and runs back 270.75 feet on the westerly line and 213.26 feet on the easterly line to a dead line in the rear, which is an irregular line, measuring a total of 139 feet.

Said Lot No. 22 fronts 102.75 feet on the southerly margin of Lynn Drive and runs back 213.26 feet on the westerly line and a total of 220.2 feet on the easterly line, which is a broken line, to a dead line in the rear on which it measures 83.92 feet.

Being part of the property conveyed to R. H. Eubank and wife, Katherine W. Eubank, by deed from Grace T. Santi and husband, Ernest Santi, of record in Book 1910, page 84, and by deed from L. A. Porter and wife, Glenda L. Porter, of record in Book 2041, page 546; and being the same property conveyed to R. H. Eubank by deed from W. R. Brown and Joe Davies, of record in Book 4022, page 12, said Register's Office.

This conveyance is made subject to the terms and conditions contained in the restrictive covenants of record in Book 2435, page 360; and also, insofar as they may be applicable, to the stipulations set forth in the deed of record in Book 2041, page 546, said Register's Office.

It is agreed that said Lots Nos. 17 and 18 are conveyed free and clear of the lien retained above and are not included in the trust portion of this instrument set forth below.

unimproved (X)
This is improved ( ) property, known as ..... (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 Carl W. Smithson and William H. Smithson, doing business as Smithson Construction Co., 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,* except for the restrictions set out above, and except for Metro taxes for 1966, which the Sellers and Buyers jointly agree to pay, on a prorata basis computed as of the date of this deed, when the said taxes become due.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Carl W. Smithson and William H. Smithson, doing business as Smithson Construction Co., 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 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 Carl W. Smithson and William H. Smithson, doing business as Smithson Construction Co., *hereinafter referred to as trustors, hereby transfer and convey unto* Reau E. Folk, Jr., *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 $....., 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 30th *day of* May, *19*66.

Carl W. Smithson
Carl W. Smithson

and

William H. Smithson
William H. Smithson

Doing business as
Smithson Construction Co.

R. H. Eubank
R. H. Eubank

Katherine W. Eubank
Katherine W. Eubank

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Helen D. Scott, *a Notary Public in and for said County and State,* R. H. Eubank and wife, Katherine W. Eubank, and Carl W. Smithson and William H. Smithson, doing business as Smithson Construction Co., *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* 31st *day of* May, *19*66.

Helen D. Scott
Notary Public

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Commission expires March 4, 1967

STATE OF.....

COUNTY OF.....

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Personally appeared before me, ..., a Notary Public in and for said County and State, ...

.....

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

Witness my hand and official seal at.....,
this.....day of....., 19.....

.....Notary Public

Commission expires.....

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.....

Title: Rear Jack

STATE TAX $ 30.75
PROBATE .50
TOTAL $ 31.25

JUN 1 1966

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
PAID JUN 1 - 1966

INSTALLMENT DEED

REF: in

FROM

R. H. EUBANK and wife

TO

CARL W. SMITHSON and WILLIAM H. SMITHSON, d/b/a SMITHSON CONSTRUCTION CO.

30407

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

JUN 1 1 25 PM '66

NOTED: BOOK 114 PAGE 239
RECORDING FEE $ 2.50
DEP. REG. C

Title: Rear Jack