Installment Deed

BOOK 4115 PAGE 798

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Lloyd Eugene Smiley and Clarice Fentress Smiley		Map 72-2
(NAME:) 902 Ben Allen Road	(NAME:) --same--	Par. 69
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tenn. 37216	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	PW

FOR AND IN CONSIDERATION of the sum of -----TEN ($10.00) ----------

---------- *Dollars,*

of which ----------

---------- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* of the purchase price

---------- *Dollars,*

the grantees herein, Lloyd Eugene Smiley and wife Clarice Fentress Smiley hereby assume and agree to pay the unpaid balance of ~~the executed~~ an indebtedness in the original amount of $9,000.00 secured by a deed of trust from Porter F. Harlan and wife, Josephine W. Harlan to Vaden Lackey, Jr., Trustee, dated April 5, 1962 of record in Book 3381, Page 41, Register's Office for Davidson County, Tennessee, and have executed their promissory note in the amount of $11,000.00 due on or before one year after the date hereof payable to the order of Wynn Properties, Inc. plus interest at the rate of 5-1/2% 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, subordinate only to the lien of said deed of trust, Wynn Properties, Inc.

have this day bargained and sold, and do hereby transfer and convey unto the said Lloyd Eugene Smiley and wife, Clarice Fentress Smiley, their

---------- *(successors), heirs and assigns,*

certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being lot No. 17 and the northwesterly triangular part of lot No. 16 on the Map of D. T. Crockett's Subdivision of part of Maplewood, of record in book 421, page 159, Register's Office for said County, and described as follows:
Beginning at a point in the west margin of Maplewood Road at the common corner of lots Nos. 16 and 17; thence along an old established tree line and fence, leaving the line between lots Nos. 16 and 17, south 86°15' west 164.8 feet to a fence post in the east right-of-way line of L. & N. Railroad; thence along said right-of-way line along a fence, north 10°07' west 172 feet to an iron pin in the south margin of Ben Allen Road; thence with the margin of the same and along the margin of Maplewood Road, sometimes called Home Road, as follows: South 76°east 128 feet to an iron pin; south 46° east 50 feet to an iron pin; south 24° east 50 feet to an iron pin; south 17° east 50 feet to the point of beginning.
Being the same real property conveyed to Wynn Properties, Inc. by deed from Porter F. Harlan and wife, of record in book 3461, page 27, Register's Office for said County.

Prepared by: Leave Watkins, Atty. at Law
Com. Un. Bk.

This is (unimproved) (improved (X)) property, known as 902 Ben Allen Road, Nashville, Tennessee 37216
(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 Lloyd Eugene Smiley and wife, Clarice Fentress Smiley, their (successors), *heirs and assigns forever.* It *covenant that* it is *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 1967 taxes which have been prorated and assumed by the grantees; the deed of trust mentioned above; and an easement granted to the City of Nashville by grant from William E. Williams and wife of record in Book 2394, page 562, Register's Office for Davidson County, Tennessee

It *further covenant and bind* s itself, its successors, and representatives, *to warrant and forever defend the title to said real estate to said* Lloyd Eugene Smiley and wife, Clarice Fentress Smiley, their (successors), *heirs and assigns, against the lawful claims of all persons.* with exceptions herein named.

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 Lloyd Eugene Smiley and wife, Clarice Fentress Smiley *hereinafter referred to as trustors, hereby transfer and convey unto* Lowe Watkins, *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

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 29 day of March, 19 67

Wynn Properties, Inc.

Attest:

Merrill M. Wynn
Secretary

By: J. Carl Bledsoe President

Lloyd Eugene Smiley
Lloyd Eugene Smiley

Clarice Fentress Smiley
Clarice Fentress Smiley

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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.....Tennessee, this.....day of....., 19.....

.....Notary Public

Commission expires.....

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 4115 PAGE 801

Personally appeared before me, Alice McMahon, *a Notary Public in and for said County and State,* Lloyd Eugene Smiley and Clarice Fentress Smiley

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 29th *day of* March, *19* 67

Alice McMahon *Notary Public*

Commission expires April 26, 1970

ALICE McMAHON NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

Witness my hand and seal, at office in Nashville, Tennessee
this 29 *day of* March, *19* 67

My Commission Expires OCT. 24, 1970

William M. Fitts *Notary Public*

Commission expires

MAR 29 1967
R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

STATE TAX $ 90
PROBATE TOTAL $ 50

MAR 29 1967
R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

STATE TAX $
PROBATE TOTAL $ 50

INSTALLMENT DEED

FROM

TO

65766

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

MAR 29 4 24 PM '67

NOTED: BOOK 116 PAGE 146
RECORDING FEE $ 3.75
DEP. REG.

Compliments of

