BOOK 4145 PAGE 911 Map 15 P/o Par. 57

INSTALLMENT DEED

For and in Consideration of the sum of Forty Eight Hundred---------

----------($4,800.00)---------- Dollars,

of which Nine Hundred Sixty -----($960.00)---------- Dollars,

has been paid in cash by W. N. Smith and wife, Alma N. Smith

the receipt of which is hereby acknowledged, and for the remainder Thirty Eight Hundred

Forty--------($3,840.00)---------- Dollars,

the said W. N. Smith and wife, Alma N. Smith have executed and delivered their single promissory note of even date herewith, payable to the order of Mary Louise Vidale at the rate of $42.64 per month beginning July 17, 1967 and monthly thereafter for a total period of 120 months; interest at 6% per annum on the unpaid principal balance is to be first deducted from each of such payments and the balance thereof applied to principal; the privilege is reserved in the grantee of paying any number of said payments or this note may be paid in full on any paying date with earned interest only.





all of said notes bearing six per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained

on the land herein conveyed, I, Mary Louise Vidale

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have this day bargained and sold, and do hereby transfer and convey unto the said W. N. Smith and wife, Alma N. Smith, their heirs and assigns,

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

A part of the 59 acres, more or less, conveyed to Mary Louise Vidale by Warranty Deed from B. F. Binkley on October 17, 1944, as of record in Book 1309, page 18, Register's Office for Davidson County, Tennessee and said part of said land is described according to an unrecorded plat made by Cummings Surveying Company on June 5, 1967, and described according to said survey as follows:

Being Lot No. 1 on said plan, described as follows: Beginning at an iron pin in the easterly margin of Whites Creek Pike, said point being 1055 feet southerly from the southeasterly corner of Whites Creek Pike and Morgan Road, in the 14th Civil District of Davidson County, Tennessee; thence South 86° East 651.0 feet, more or less, to an iron pin; thence southerly 223.6 feet, more or less, to an iron pin, the southeasterly corner of Lot No. 1 on said plan; thence North 86° West 637.4 feet, more or less, to an iron pin, the southwesterly corner of Lot No. 1; thence northwesterly along the easterly side of Whites Creek Pike 220.0 feet, more or less, to an iron pin, the point of beginning, said land containing 3.3 acres, more or less.

The hereinabove described property is conveyed subject to the following Restrictions which shall be binding on the Grantee, his heirs and assigns, for a period extending to the 17th day of June, 1982, to-wit:

Said lot is to be used for residential purposes and said residence shall contain at least 1,200 square feet of living area, excluding porches, garages and breezeways. The residence erected on said lot must have a set back line of at least 100 feet from any existing road and being at least 10 feet from any side line. Any residence constructed on said lot must be constructed of at least 75% brick or stone on the outside wall to grade. Any detached building on said lot must be constructed at least 500 feet from any existing road. No unfinished house, temporary structure, or trailer may be used on said lot as a residence at any time. The raising or keeping of swine is prohibited on said lot. The house and out buildings now located on the above described lot shall be removed from the property by the grantee on or before June 17, 1969. Taxes for 1967 to be paid by Grantor. This sale is made subject to lease.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said W.N. Smith and wife, Alma N. Smith, their heirs and assigns forever. I covenant that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said W. N. Smith and wife, Alma N. Smith 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 W. N. Smith and wife, Alma N. Smith

do hereby transfer and convey unto J. B. Watson, Jr., 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 W. N. Smith and wife, Alma N. Smith

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 $ 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 interst 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 W. N. Smith and wife, Alma N. Smith 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; if 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 trust 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 W. N. Smith and wife, Alma N. Smith 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 J. B. Watson, Jr., Trustee, shall be vested in said successor.

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 Mary Louise Vidale and W. N. Smith and wife, Alma N. Smith hereunto set our hands at Nashville, Tennessee, this the 17 day of June 1967

This instrument was prepared by J. B. Watson, Jr., Attorney, 1119 Stahlman Bldg., Nashville, Tenn. This property is unimproved property. Send tax statements to W. N. Smith, et ux, Joelton, Tenn.

Mary Louise Vidale
W. N. Smith
Alma N. Smith

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Edna S. Woods, a Notary Public in and for said County and State, the within named Mary Louise Vidale, W. N. Smith and wife, Alma N. Smith

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 24 day of June, 1967

Commission Expires 4-26-1970

Edna S. Woods, Notary Public.

STATE OF _____
_____ County.

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the 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
Davidson County

Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____ with whom I am personally acquainted and who upon (his oath / their several oaths) acknowledged (himself / themselves) to be the _____ and _____ respectively of the _____ the within named bargainor, a corporation, and that (he / they) as such _____ and _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said _____ as such _____, and attesting the same by the said _____ as such _____

Witness my hand and official seal at office at _____ on this the _____ day of _____, 19____.

My commission expires _____

_____
Notary Public

INSTALLMENT DEED

FROM
Mary Louise Vidale

TO
W. N. Smith, et ux

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

77227

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

JUN 26 11 25 AM '67

NOTE BOOK 116 PAGE 667
RECORDING FEE B 3.50
DEP. REG. _____

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

JUN 26 1967

STATE TAX $ .75
PROBATE .50
TOTAL $ .75

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

JUN 26 1967

STATE TAX $ 1.85
PROBATE .50
TOTAL $ 2.35

PAID JUN 26 1967