Prepared by: Carole Chitwood Smith Atty.
934 Stahlman Bldg.
Nashville

FORM 1002

INSTALLMENT DEED

BOOK 4147 PAGE 706

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mr. Clayton O. Smith (NAME:)	Mr. Clayton O. Smith (NAME:)	Map 164
Nashville Motel Antioch Route 2 (STREET ADDRESS OR ROUTE NUMBER)	Nashville Motel Antioch Route 2 (STREET ADDRESS)	P/o Par. 39
Antioch, Tennessee 37013 (CITY) (P. O. ZONE) (STATE)	Antioch, Tennessee 37013 (CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION OF the sum of ---------thirty thousand------($30.000.00)--------- DOLLARS

of which $ 2.500.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees

Clayton O. Smith and wife, Lucille Smith have this day executed their joint promissory note payable to Charles A. Yancey and wife, Elizabeth R. Yancey in the principal sum of $27,500.00 payable in monthly installments, the first payment to be due and payable on the 1st day of August, 1967 in the amount of $450.00, payments thereafter to fall due on the same day of each successive month until the balance is paid in full, payments due on the first day of the months April, May, June, July, August and September shall be in the amount of $450.00; and payments due on the first day of the months October, November, December, January, February and March shall be in the amount of $350.00; said payments shall include both principal and interest at the rate of 6 per cent per annum,

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,

Charles A. Yancey and wife, Elizabeth R. Yancey

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

Clayton O. Smith and wife, Lucille Smith

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

A tract of land in the second, formerly the third Civil District of Davidson County, Tennessee, near Lavergne, Tennessee, described according to a survey thereof, made June 27, 1967 by Steve Draper, not of record, as follows to wit:
Beginning at a point being the intersection of the southwesterly margin of Murfreesboro Pike and the southerly property line of the tract conveyed to Charles A. Yancey by deed from Mrs. Wilmuth Simmons of record in Book 3316, page 79 in the Register's Office for Davidson County, Tennessee running South 75° 08' West 571 feet to an iron pin; thence North 26° West 21.5 feet to an iron pin; thence North 42° 30' East 478 feet to an iron pin on the southwesterly margin of Murfreesboro Pike, thence with the margin of same South 46° 36' East 329.17 feet to the point of beginning and containing 1.96 acres more or less.
Being part of the same property conveyed to Cahrles A. Yancey by deed from Mrs. Wilmuth Simmons of record in Book 3316, page 79, Register's Office for said County.

Grantors hereby grant an easment across their property to the west of the tract hereinabove descibed to grantees for use as an overflow until such time as sewerage is available and at such time this easement shall cease.

This is unimproved ( ) improved (X) property, known as Nashville Motel Antioch Route 2 Antioch, Tennessee
(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 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 Kenneth W. Whaley 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:

Grantees covenant and agree to keep the premises and improvements thereon in good condition and repair; the trustee hereinabove named to have the right of inspection to ascertain same and upon written notice from said Trustee that repairs are necessary, grantees agree to have same made within 30 days of receiving said notice. In default of this covenant after 30 days notice, Charles A. Yancey may make the said repairs at will and charge same to the grantees, which charges shall be secured by this installment deed along with the other indebtedness evidenced by the note.

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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 28th day of June 1967.

Charles A Yancey Clayton O Smith

Mrs Elizabeth R. Yancey Lucille Smith

STATE OF Tennessee
COUNTY OF ~~Davidson~~ Williamson

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named Charles A. Yancey, Elizabeth R. Yancey, Clayton O. Smith and Lucille 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 Nolensville this 26 day of June 1967

Commission Expires April 16-1969 A J Green Notary Public.

STATE OF Tennessee
Davidson

STATE TAX $ 4800 STATE TAX $ 2550
PROBATE .50 PROBATE .50
TOTAL $ 4850 TOTAL $ 2600

Before me, Mrs C R Russell Jr a Notary Public within and for the State and County aforesaid, personally appeared Charles A Yancey - Mrs Elizabeth R Yancey and _____, with whom I am personally acquainted and who upon HER oath (their several oaths) acknowledged himself (herself) to be the Individual

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

JUN 29 1967

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

the within named bargainor, and that ~~she~~ herself as an individual executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said _____ as such _____ and attesting the same by the said Mrs. Elizabeth R. Yancey as such Indivual

WITNESS my hand and official seal at office at Cumberland Dodge, Nashville Tennessee on this the 29th day of June 1967

My commission expires 7-26-70 Mrs C R Russell Jr Notary Public

Chas Allaway File

INSTALLMENT DEED

FROM
Chas. A. Yancey ET UX

TO
Clayton O. Smith ET UX

Attorneys Title Company
Titles Guaranteed

77909

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN.
NASHVILLE, TENN.
June 29 1967
JUN 29 11 14 AM '67
BOOK 116 PAGE 668
RECORDING FEE 2.75
DEP. REG. _____