Installment Deed

BOOK 4249 PAGE 776

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Joe F. Smith (NAME)	Same (NAME)	Map 18-8
P.O. Box 323 (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par. 2
Goodlettsville Tenn. 37072 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	PW

FOR AND IN CONSIDERATION of the sum of Twenty-one Thousand and 00/100 ($21,000.00) ---------- *Dollars,*

for which Joe F. Smith has executed his promissory note payable to the order of B. Hitt Electric Company, Inc., a Tennessee corporation, for the said sum of Twenty-One Thousand and 00/100 ($21,000.00) Dollars, due and payable in two hundred eighty-eight (288) equal monthly installments in the amount of One Hundred Fifty and 73/100 ($150.73) Dollars each, commencing on June 10, 1968, which installments include interest at the rate of seven percentum (7%) 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, B. Hitt Electric Company, Inc. has *this day bargained and sold, and* does *hereby transfer and convey unto the said* Joe F. Smith, his *heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Being Lot No. 22 on the Plan of Connell Hills Subdivision, as of record in Book 2900, page 141, Register's Office for said County, described as follows:

Beginning at a point in the northeasterly margin of Pear Orchard Drive being the common front corner of Lots Nos. 1 and 22 on said plan; thence with the line between said lots northeasterly 345 feet to the southwesterly margin of the Old Springfield Road; then with the margin of Old Springfield Road, southeasterly 220.7 feet to a point being the northwesterly corner of the J. C. Garrett Property, shown on said plan; thence with the lines of same south 43° 04' west 57.2 feet to a point and south 51° 36' east 58.4 feet to a point in the northeasterly margin of Pear Orchard Drive; thence with the northeasterly margin of the same southwesterly as measured around a curve 360.4 feet to the beginning.

Being the same property which was conveyed to B. Hitt Electric Company, Inc. by deed of Billy Hitt and wife, Maxine G. Hitt, of record in Book 4193, page 674, Register's Office for Davidson County, Tennessee.

Said Lot No. 22 is conveyed expressly subject to the following:

1. Taxes for the year 1968, payment of which is assumed by grantee.

2. Restrictive Covenants of record in Book 3841,page 24, Register's Office for Davidson County, Tennessee.

3. The Plan of record in Book 2900, page 141, said Register's Office, shows an Owner's Certificate, a 65-foot minimum building setback line along Pear Orchard Drive and a 125-foot setback line along Old Springfield Road, and a 5 x 30-foot anchor easement at the northeast corner of the lot and the intersection of Old Springfield Road and Pear Orchard Drive.

This is { unimproved / improved } property, known as Pear Orchard Drive, Goodlettsville, Tenn. 37072
(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 Joe F.Smith, his [illegible] *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 as set out above.

We *further covenant and bind* ourselves, our successors/and assigns [illegible], *to warrant and forever defend the title to said real estate to said* Joe F. Smith, his [illegible] *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 Joe F. Smith *hereinafter referred to as trustors, hereby transfer and convey unto* Billy Hitt, *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 full insurable value, *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 10th *day of* May, *19* 68

B. HITT ELECTRIC COMPANY, INC.

By Billy Hitt
President

Joe F. Smith

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, [signature] *a Notary Public in and for said County and State,* Joe F. Smith

the within named bargainor....., 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* 16 *day of* May, *1969*

[signature] *Notary Public*

Commission expires 12-15-69

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STATE OF .....

COUNTY OF .....

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

.....

the within named bargainor ~~JUL 10 68 S'TAX~~ *I am personally acquainted, and* ~~A* 54.60~~ *acknowledged that* ..... *executed the within instrument for the purposes therein co* ~~21,000.00~~

~~JUL 10 68 PUTEE~~ ~~A* 19.00~~

Witness my hand and official seal at .....,

this .....*day of* ~~JUL 10 68 PUTEE~~ ~~A* .50~~ *19*.....

~~JUL 10 68 WDEED~~ ~~A* 6.00 * 80.10~~

.....*Notary Public*

Commission expires .....

JUL 10 68 CONV 21,000.00

JUL 10 68 S'TAX A* 54.60

JUL 10 68 MORTG 21,000.00

JUL 10 68 S'TAX A* 19.00

JUL 10 68 PUTEE A* .50

JUL 10 68 WDEED A* 6.00 * 80.10

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Betty Pouge, *a Notary Public of the State and County aforesaid, personally appeared* B. Hitt, *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* President *of the* B. Hitt Electric Company, 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 corporation by* him *self as* President.

Witness my hand and seal, at office in Nashville, Tennessee, *this* 24th *day of* May, 1968

Commission expires 10-20-71

Betty Pouge
.....*Notary Public*

A 04590

IDENTIF. REFERENCE

JUL 10 10 36 AM '68

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

INSTALLMENT DEED

FROM

B. Hitt Electric Company, Inc.

TO

Joe F. Smith

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

THE ACTUAL CONSIDERATION OR VALUE, WHICH EVER IS GREATER, FOR THIS TRANSFER IS $21000.00

B. Hitt
Affiant

SWORN AND SUBSCRIBED TO BEFORE ME, THIS THE 24th DAY OF May, 1968.

Betty Pouge
Notary Public

MY COMMISSION EXPIRES: 10-20-71
(AFFIX SEAL)

This Instrument Prepared By:
BAILEY, EWING & DALE, Attys.
709-719 Nashville Trust Building
Nashville, Tennessee 37201

Compliments of

GUARANTY TITLE

Office of

CHICAGO TITLE INSURANCE COMPANY

American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE