Installment Deed

This instrument was prepared by
Bass, Berry & Sims, Attorneys
1000 American Trust Bldg.
Nashville, Tennessee

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Frank L. Smith, Jr., et ux (NAME:)	Same (NAME:)	Map 116-6 Parcel 44
306 Clarendon Avenue (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	BOOK 4354 PAGE 826
Nashville, Tennessee (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	Pd

FOR AND IN CONSIDERATION of the sum of Sixty-Five Thousand ($65,000.00) ---- *Dollars,*

of which Thirty Thousand ($30,000.00) ---- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder of Thirty-Five Thousand ($35,000.00) ---- *Dollars,*

Frank L. Smith, Jr. and wife, Rachel G. Smith *have executed*

and delivered their promissory note of even date herewith, bearing interest from date on the unpaid balance at the rate of 7% per annum, payable to the order of Grantor in 120 consecutive monthly installments of principal and interest aggregating $250.00 each for the first 119 installments, and the entire unpaid balance of principal and interest in the last or 120th installment, commencing September 3, 1969, 1969, and continuing on the same day of each succeeding month thereafter until all installments have been paid,

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, Commerce Union Bank as Trustee under Will of Thomas G. Pollard, deceased, of record in Will Book 89, Page 154, in the office of the County Court Clerk of Davidson County, Tennessee has ~~this~~es *day bargained and sold, and do hereby transfer and convey unto the said* Frank L. Smith, Jr. and wife, Rachel G. Smith, their ~~successors~~ *heirs and assigns,*

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

Land in Davidson County, Tennessee, being lot No. 11 and the westerly part of lot No.10 on the plan of Bransford Realty Company's Berkeley Hills Subdivision, as of record in book 547, pages 57 and 58, Register's Office for said County, described according to a survey made by John Wilkes, Civil Engineer on April 30, 1936, as follows:
Beginning on the northerly margin of Clarendon Avenue at the corner of lots Nos. 11 and 30; thence with the northerly margin of said Avenue, eastwardly 145 feet to the southwest corner of the property conveyed to Lizinka Farrell Southgate, by deed from Bransford Realty Company of record in book 834, page 140, said Register's Office; thence with said Southgate's westerly line, northwardly 270 feet to the northerly line of lot No. 10 at a point 49 feet east of the corner of lots Nos. 10 and 11; thence westwardly 70 feet; thence southwestwardly 87 feet to the corner of lots Nos. 11 and 30; thence with the line between said two lots, southeastwardly 235 feet to the beginning.
Said property was devised to Commerce Union Bank as Trustee under the will of Thomas G. Pollard, deceased, of record in Will Book 89, page 154, Probate Court for said County.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $ 65,000.00

Subscribed and sworn to before me, this the 31st day of August 1969

Affiant

My commission expires: Nov. 3, 1971

(Affix Seal)

Notary Public

unimproved ( )
This is improved (X) property, known as 306 Clarendon Avenue, Belle Meade, Nashville,
(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 Frank L. Smith, Jr. and wife, Rachel G. Smith, their ~~XXXXXXXX~~ *(successors),* *heirs and assigns forever.* Grantor as such trustee, but no further or otherwise, *covenant that* it is *lawfully seized and possessed of said real estate in fee simple,* has ~~XXX~~ *a good right to convey it, and that the same is unencumbered.*, except for 1969 real property taxes which have been prorated and assumed by Grantees and restrictive covenants of record in Book 633, page 430, Book 649, page 622, Book 692, page 616 and Book 778, page 223, all of Register's Office for Davidson County, Tennessee;

Grantor/ as such trustee, but no further or otherwise, *further covenants and binds* itself, its successors/ ~~XXXXXXXXXXXXXXX~~ and assigns ~~XXXXXXXXXXXXXXX~~, *to warrant and forever defend the title to said real estate to said* Frank L. Smith, Jr. and wife, Rachel G. Smith, their ~~XXXXXXXXX~~ *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 Frank L. Smith, Jr. and wife, Rachel G. Smith *hereinafter referred to as trustors, hereby transfer and convey unto* Thomas Vance Little, *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 ..... *day of* ....., *19* 69.

COMMERCE UNION BANK as Trustee
under Will of Thomas G. Pollard, deceased

By T. Vance Little
Trust Officer

ATTEST:

~~Secretary~~ TRUST OFFICER

Frank L. Smith, Jr.

Rachel G. Smith

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, George W. Pickens, *a Notary Public in and for said County and State,* Frank L. Smith, Jr. and wife, Rachel G. Smith

*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* July, *19* 69.

George W. Pickens
Notary Public

Commission expires Nov. 3, 1971

STATE OF.....

COUNTY OF.....

BOOK 4354 PAGE 829

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, Myrtle S. Hines, *a Notary Public of the State and County aforesaid, personally appeared* T. VANCE LITTLE and L. H. CROWELL, JR. themselves, *with whom I am personally acquainted, and who, upon oath, acknowledged* them/~~xxx~~selves *to be* Trust Officer and ~~Secretary~~, TRUST OFFICER respectively *of the* Commerce Union Bank, *the within named bargainor, a corporation, and that* they *was such* Trust Officer and ~~Secretary~~, TRUST OFFICER *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* them/~~xxx~~selves *as* such Trust Officer and ~~Secretary~~, TRUST OFFICER

Witness my hand and seal, at office in Nashville, Tennessee,
this 1st *day of* August, *1969*

Commission expires 5-3-70 .....*Notary Public*

Myrtle S. Hines

Return to:
GEO. L. WADDEY & SON, INC.
204 Stahlman Building
Nashville, Tennessee 37201

INSTALLMENT DEED

FROM

COMMERCE UNION BANK

as Trustee

TO

FRANK L. SMITH, JR. and wife, RACHEL G. SMITH

A 49563

IDENTIF. REFERENCE:

AUG 1 3 13 PH '69

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

AUG-13 69	CONV	65,000.00			
AUG-13 69	MORT'G	35,000.00			
AUG-13 69	S'TAX		A*	169.00	
AUG-13 69	S'TAX		A*	33.00	
AUG-13 69	PR'FEE		A*	.50	
AUG-13 69	W'DEED		A*	6.00	* 208.50

Compliments of

GUARANTY TITLE
Office of
CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE