THIS INSTRUMENT WAS PREPARED BY AVON N. WILLIAMS, JR., ATTORNEY AT LAW, 1414 PARKWAY TOWERS, NASHVILLE, TENNESSEE 37219. BOOK 4455 PAGE 381

INSTALLMENT DEED — TENNESSEE TITLE COMPANY

FORM 1003

FOR AND IN CONSIDERATION OF the sum of Nineteen Thousand, Five Hundred and No/100----------($19,500.00)---------- DOLLARS

of which $1,500.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees, Eugene C. Smith and wife, Alma Lee Smith, have executed their promissory note of even date herewith in amount of $18,000.00, payable at the rate of $145.01 on the 23rd day of November, 1970, and thereafter a like amount on the 23rd day of each succeeding month thereafter and the remaining balance of said principal sum on the 23rd day of October, 1990. Said payments to be applied first to payment of interest at the rate of 7½% per annum, on the principal sum or so much as shall from time to time remain unpaid, and the balance to be applied tothe payment of the principal sum, until the entire amount, both principal and interest has been paid in full.

I hereby swear or affirm that the actual consideration or true value for this transfer, whichever is greater, is $19,500. Affiant Alfred C Galloway

Subscribed and sworn to before me this 28th day of October 1970

Deputy Register B L Rumble

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 expresely retained on the land herein conveyed, Walter Swett and wife, Susie B. Swett,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Eugene C. Smith and wife, Alma Lee Smith

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

Land in Davidson County, Tennessee, being Lot No. 1 on the Map of Riverside Homes, as of record in Book 2330, page 106, Register's Office for said County, described as follows:

BEGINNING at a point in the westerly margin of Lathan Court, at the common corner of Lots 1 and 2; thence with the line between said two lots, westerly 136.1 feet to a point; thence north 20° 07' east 116.8 feet to a point in the southerly margin of Youngs Lane; thence north 88° 21' east 67.9 feet to a point; thence around a curve southeasterly 39.27 feet to a point in the westerly margin of Lathan Court; thence southerly 83.3 feet to the point of beginning.

Being the same property vested in Walter Swett and wife, Susie B. Swett, by deed from Will Lathan, Sr., and wife, as of record in Book 3427, page 461, said Register's Office.

Said property is known as Parcel No. 12D-67070 in the County Tax Assessor's Office.

New owners:
Eugene C Smith
971 37th Ave No.
Nash. Tenn

Tax Bills:
Community Federal
2605 Jefferson St.
Nash. Tenn

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 Alfred C. Galloway, 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 $18,000.00 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 collect 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:

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 23rd day of October 1970

Walter Swett

Walter Swett

Susie B. Swett

Susie B. Swett

Eugene C. Smith

Eugene C. Smith

Alma Lee Smith

Alma Lee Smith

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me Alpha J. a. Hall, a Notary Public in and for said County and State, the within named Walter B. Swett and wife, Susie B. Swett, and Eugene C. Smith and Wife, Alma Lee Smith, the 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, Tenn. this 23rd day of October 1970.

Commission Expires January 29, 1972. Alpha J. a. Hall, Notary Public

STATE OF _____
_____ 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 { their oath / his several oaths } acknowledged { themselves / himself } to be the _____ and _____ respectively of the _____, the within named bargainor, a corporation, and that { they / he } as such _____ and _____, being authorized so to do, 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 _____ as such _____.

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

My commission expires _____ Notary Public

OCT 23 CONV 19,500.00
OCT 23 MORT'G 18,000.00
OCT 23 S'TAX A* 50.70
OCT 23 S'TAX A* 18.00
OCT 23 PR'FEE A* .50
OCT 23 WDEED A* 3.00 * 70.20

INSTALLMENT DEED

FROM
EUGENE C. SMITH, ET UX

TO
ALFRED C. GALLOWAY, TRUSTEE FOR
WALTER SWETT, ET UX

REGISTER'S OFFICE
STATE OF TENNESSEE
DAVIDSON COUNTY

Received for record this _____ day of A.D. 19____ at 9 4 51 o'clock M., and recorded in Book 2 3 Page 51 Noted in Book _____ Page _____ IDENTIFICATION REFERENCE

Recording Fee 2.34 PM '70 County Register

By _____ Dept. Reg.

FELIX W. S[illegible] REGISTER
DAVIDSON COUNTY, TENN.

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of Richmond, Virginia