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ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Irving G. Smith, et ux	Same	Map 116
(NAME)	(NAME)	Pc. 34
2952 Elm Hill Pk	(STREET ADDRESS)	
(STREET ADDRESS OR ROUTE NUMBER)		
Nashville, Tenn. 37214		Pd
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Twenty-Five Thousand ($25,000.00)

Dollars,

of which Five Thousand ($5,000.00)

Dollars, has been paid in cash,

the receipt of which is hereby acknowledged, and for the remainder Twenty Thousand ($20,000.00)

Dollars,

Irving G. Smith and wife, Dorothy M. Smith

have executed

their promissory note in the principal sum of Twenty Thousand ($20,000.00) Dollars bearing interest at the per annum rate of four (4%) percent from date and payable in four (4) consecutive annual installments of principal plus interest on the unpaid principal balance, the first of said installments plus accrued interest being due and payable on or by January 10, 1972 and the final installment of principal plus accrued interest being due and payable on or by January 10, 1975

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, I, Clara McKee Malone,

an unmarried person,

have this day bargained and sold, and do hereby transfer and convey unto the said Irving G. Smith and wife, Dorothy M. Smith,

their *(successors), heirs and assigns,*

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

Land in the 3rd, formerly the 2nd, Civil District of Davidson County, Tennessee, as follows: Beginning at a stake the southeast corner of the original tract of land of Mrs. Margaret M. Frazier, deceased; thence north 88½° west 354 feet to a stake; thence north 167 feet to center of Elm Hill Pike; thence along the center of said Pike 347 feet; thence south 7½° west 33 feet to the beginning.

Being the same property conveyed to J. H. Malone and wife, Effie Clara Malone, by deed from L. L. Payne and wife, Camille Payne, of record in Book 840, page 211, Register's Office for Davidson County, Tennessee and being the same property conveyed to Dewey W. Pedigo, Trustee, by deed from J. H. Malone and wife, Clara McKee Malone and from Dewey W. Pedigo, Trustee, to Clara McKee Malone creating a sole ownership in Clara McKee Malone, said deed being of record in Book 4285, page 501, Register's Office for Davidson County, Tennessee.

A tract of land in the 3rd, formerly the 2nd, Civil District of Davidson County, Tennessee, being a part of Lot No. 4 on the plan of the lands of Mrs. Margaret M. Frazier, deceased, as of record in Book No. 417, page 471, Register's Office for said County, described as follows:

Beginning in center of concrete bridge across McCrory's Creek; thence south with center of said Creek 248 feet to south line; thence 408 feet east to a stake; thence 151 feet north to center of Elm Hill Pike; thence with center of Elm Hill Pike 350 feet west to beginning. Being 1-8/10 acres more or less.

Being the same property conveyed to John H. Malone and wife, Clara Malone, by deed from L. L. Payne and wife, Camille Payne, of record in Book 1284, page 678, Register's Office for Davidson County, Tennessee and being the same property conveyed to Dewey W. Pedigo, Trustee, by deed from J. H. Malone and wife, Clara McKee Malone and from Dewey W. Pedigo, Trustee, to Clara McKee Malone creating a sole ownership in Clara McKee Malone, said deed being of record in Book 4285, page 501, Register's Office for Davidson County, Tennessee.

Two tracts of land situate in the 3rd Civil District of Davidson County, Tennessee, as follows:

Tract 1: Being on the waters of McCrory's Creek, and beginning at the southeast corner of Lot No. 1 (formerly owned by Stephen Shane, Jr.); thence south along the east boundary of a 16-foot avenue 33.6 poles; thence west 52.75 poles to the center of said creek; thence with the meanders of said creek to the southwest corner of Lot No. 1; thence with the south line of Lot No. 1, east 57 poles to the beginning, containing 12 acres and 157 poles.

Tract 2: Bounded on the north by the lands of Mrs. Margaret Frazier; on the east by a county road about 30 feet wide; on the south by the lands of George Shane (the northern boundary of Tract 1 hereinabove mentioned); and on the west by McCrory's creek, beginning at the northeast corner of the original tract; thence south with the east margin of an avenue 16 feet wide, _____ poles to a stake or stone (the northeast corner of Tract 1 hereinabove mentioned); thence west 57 poles (the north boundary of the said tract 1) to the center of the said creek; thence with the meanders of said creek to the original tract; thence north 88° east with the Mrs. Margaret Frazier south boundary line, 50½ poles to the beginning, containing 3 acres and 94 poles.

Being the same property conveyed to John H. Malone and wife, Clara Malone, by deed from Emma Malone, of record in Book 777, page 207, Register's office for Davidson County, Tennessee and being the same property conveyed to Dewey W. Pedigo, Trustee, by deed from J. H. Malone and wife, Clara McKee Malone and from Dewey W. Pedigo, Trustee, to Clara McKee Malone, creating a sole ownership in Clara McKee Malone, said deed being of record in Book 4285, page 501, Register's Office for Davidson County, Tennessee.

A portion of the above described property was conveyed to Clara McKee Malone by deed from J. H. Malone of record in Book 3158, page 359, Register's Office for Davidson County, Tennessee.

The said John H. Malone and J. H. Malone is one and the same person. Clara Malone, Effie Clara Malone and Clara McKee Malone is one and the same person.

Included in the above described property but expressly excluded therefrom is all of the property that has been previously conveyed by the said J. H. Malone and wife, Clara McKee Malone.

The said J. H. Malone is now deceased.

IDENTIF. REFERENCE

AUG 13 3 10 PM '71

REGISTER
DAVIDSON COUNTY, TENN.

AUG 13	CONV	25,000.00			
AUG 13	MTG'G	20,000.00			
AUG 13	S'TAX		A*	65.00	
AUG 13	S'TAX		A*	13.00	
AUG 13	FEE		A*	.50	
AUG 13	RECD		A*	10.00	* 93.50

unimproved ( )
This is improved (X) property, known as ..... (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 Irving G. Smith and wife, Dorothy M. Smith, their *(successors), heirs and assigns forever.* I *covenant that* 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.* except for taxes for 1971 and except for such limitation, restrictions, and encumbrances as may affect the premises.

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Irving G. Smith and wife, Dorothy M. Smith, their *(successors), 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 Irving G. Smith and wife, Dorothy M. Smith *hereinafter referred to as trustors, hereby transfer and convey unto* Thomas M. Black, *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 $ 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

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 13th *day of* August, *19* 71

Clara McKee Malone

Clara McKee Malone

Irving G. Smith

Irving G. Smith

Dorothy M. Smith

Dorothy M. Smith

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Evelyn Phillips, *a Notary Public in and for said County and State,* Clara McKee Malone, Irving G. Smith and wife, Dorothy M. Smith,

the within named 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* 13th *day of* August, *19* 71

Evelyn Phillips *Notary Public*

Commission expires 1-23-72

STATE OF .....
COUNTY OF ..... }

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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, ..., a Notary Public of the State and County aforesaid, personally appeared....., with whom I am personally acquainted, and who, upon oath, acknowledged .....self to be..... .....,....of the....., the within named bargainor, a corporation, and that .....he as such....., being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporatoin by .....self as.....

Witness my hand and seal, at office in....., this.....day of....., 19.....

.....Notary Public

Commission expires.....

This Instrument Prepared By:
Thomas M. Black, Attorney
500 Court Square Building
Nashville, Tenn. 37201

INSTALLMENT DEED

FROM

Clara McKee Malone

TO

Irving G. Smith, et ux

The actual consideration for this transfer is $25,000.00.

Affiant

Subscribed and sworn to before me this 20 day of August, 1971.

Notary Public

My Commission Expires 1-23-72

Compliments of

Guaranty Title Company

A Division of

Kansas City Title Insurance Company

American Trust Building

S. W. Cor. Third & Union

NASHVILLE, TENNESSEE