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Installment Deed

This instrument was prepared by Earl Thompson, Atty. Nashville, Tenn.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Thomas L. Smith, Jr. (NAME:)	Same (NAME:)	Map 44-9
211 Rayon Drive (STREET ADDRESS OR ROUTE NUMBER)	Same (STREET ADDRESS)	Par. 23
Old Hickory, Tennessee (CITY) (P. O. ZONE) (STATE)	Same (CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Ten Thousand and no/100 ($10,000.00) *Dollars,* *of which* Two Thousand and no/100 ($2,000.00) *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Eight Thousand and no/100 ($8,000.00) *Dollars,* Thomas L. Smith, Jr. and wife, Judy W. Smith *have executed* and delivered their Vendor's Lien Note payable to the order of Floyd H. Denton and wife, Virginia P. Denton which said note is payable in 120 installments of $92.89 each and includes interest at the rate of 7% per annum the first installment being due on or before the 1st day of November, 1971, and a like installment on or before the 1st day of each succeeding consecutive month thereafter for 120 installments or the note is paid in full. Privilege is reserved of paying any installment on any paying date or this note may be paid in full on any paying date

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, we, Floyd H. Denton and wife, Virginia P. Denton *have this day bargained and sold, and do hereby transfer and convey unto the said* Thomas L. Smith, Jr. and wife, Judy W. Smith, their *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Land in Davidson County, Tennessee, being Lot No. 243 and a tract lying immediately to the south thereof on the Plan of Rayon City, Old Hickory, Tennessee, as of record in Book 843, page 13, Register's Office for said County, described together according to a survey made by Murray D. Shanklin, dated September 17, 1971, as follows:

BEGINNING at a point in the southerly margin of Rayon Drive at the common corner of Lots 243 and 244; thence with the line between said lots, South 10° 53' West 150 feet to a point; thence South 23° 22' West 116 feet to a point; thence South 79° 40' East 75.07 feet to a point; thence North 10° 53' East 113.32 feet to the common rear corner of Lots 242 and 243; thence with the line between said lots, North 10° 53' East 149.2 feet to a point in the southerly margin of Rayon Drive; thence with the same, North 79° 07' West 50 feet to the point of beginning.

Being a part of the same property that was conveyed to Floyd H. Denton and wife, Mattie H. Denton by deed from Robert A. Vance as the same appears of record in Book 1784, page 620 of the Register's Office for Davidson County, Tennessee. The said Mattie H. Denton having since died and Floyd H. Denton has since married Virginia P. Denton, one of the present Grantors herein.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 10,000.00

Subscribed and sworn to before me, this the 1 day of September, October, 19 71

Thomas L. Smith Jr. Judy W. Smith
Affiant

My commission expires 12-17-74
(Affix Seal)

Mildred L. Stewart
Notary Public

This is improved ( ) unimproved (X) property, known as 211 Rayon Drive (House Number) (Street) Old Hickory, Tennessee 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 Thomas L. Smith, Jr. and wife, Judy W. Smith, their *(successors), 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 said real estate to said* Thomas L. Smith, Jr. and wife, Judy W. 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 Thomas L. Smith, Jr. and wife, Judy W. Smith *hereinafter referred to as trustors, hereby transfer and convey unto* Earl Thompson, *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 $7,500.00, *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 1 day of September (OCTOBER), *19* 71.

× Floyd H. Denton
Floyd H. Denton

× Virginia P. Denton
Virginia P. Denton

× Thomas L. Smith Jr.
Thomas L. Smith, Jr.

× Judy W. Smith
Judy W. Smith

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Mildred I Stewart, *a Notary Public in and for said County and State,* Floyd H. Denton and wife, Virginia P. Denton and Thomas L. Smith, Jr. and wife, Judy W. 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, Davidson County, *Tennessee, this* 1 *day of* September (October), *19* 71

Mildred I Stewart
Notary Public

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Commission expires 12-17-74

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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....., *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 corporation by .....*self as*.....

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

.....*Notary Public*

Commission expires.....

INSTALLMENT DEED

FROM

Floyd H. Denton et ux

TO

Thomas L. Smith, Jr. et ux

mail to: Ben Dunlap
114 Rayon Dr.
Old Hickory Tenn
37138

OCT-5?? CONV 10,000.00
OCT-5?? MORT'G *8,000.00
OCT-5?? S'TAX A* 26.00
OCT-5?? S'TAX A* 6.00
OCT-5?? PB'FEE A* .50
OCT-5?? W'DEED A* 8.00 * 40.50

B 3 3 1 7 6

IDENTIF. REFERENCE

OCT 5 3 44 PM '71

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Compliments of

GUARANTY TITLE

Office of

CHICAGO TITLE INSURANCE COMPANY

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