Installment Deed BOOK 4562 PAGE 237

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
James F. Massey (NAME)	Same (NAME)	Map 182 Pc Par. 45
4917 Millerwood Dr (STREET ADDRESS OR ROUTE NUMBER)	Same (STREET ADDRESS)	
Nashville 37211 Tenn. (CITY) (P. O. ZONE) (STATE)	Same (CITY) (ZONE) (STATE)	Pd

FOR AND IN CONSIDERATION of the sum of FOURTEEN THOUSAND AND NO/100 ($14,000.00) ---------- *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 TWELVE THOUSAND AND NO/100--- ($12,000.00)---------- *Dollars,*

James F. Massey and wife, Mary E. Massey

have executed
an installment deed note in the principal amount of TWELVE THOUSAND AND NO/100 ($12,000.00) DOLLARS payable to the order of Gene H. Smith and wife, Patricia C. Smith. Said note being payable in 7 equal annual installments of ONE THOUSAND SEVEN HUNDRED FOURTEEN AND 29/100 ($1,714.29)DOLLARS each, plus interest at the rate of 7% per annum, first installment being due and payable one year from even date and thereafter on the same date of each succeeding year, alike amount plus interest as set out above, is due and payable until the entire amount, both principal and interest has been paid in full.

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,

Gene H. Smith and wife, Patricia C. Smith

have this day bargained and sold, and do hereby transfer and convey unto the said

James F. Massey and wife, Mary E. Massy

their (HEIRS), *heirs and assigns,*

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

Land in the Fifth Civil District of Davidson County, Tennessee more particularly described according to a survey made November 15, 1971 by Ernest Medlin.

Beginning at a point in the center line of Old Hickory Boulevard, said point being the northeast corner of the property conveyed to Gene H. Smith by deed from George M. Johnson and wife, Lucile B. Johnson; thence north 86° 14' west 1029.9 feet to an iron pin, south 6° 38' west 158.37 feet to an iron pin, south 0° 42' east 53.97 feet to an iron pin, south 88° 35' east 1145.0 feet to an iron pin in the center line of Old Hickory Boulevard; thence along the center line of Old Hickory Boulevard north 30° 30' west 150.5 feet to a spike; thence still along the centerline of Old Hickory Boulevard, north 27° 56' west 49.5 feet to the point of beginning. Said tract of land containing 4.8 acres more or less and being designated as Tract "C".

This Instrument Was Prepared By

Of The Law Firm Pedigo & Saindon
Stahlman Building, Nashville, Tennessee

CONTINUED....

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $14,000.00

Affiant

Subscribed and sworn to before me, this the 16th day of Dec. 19 71

Notary Public at Large

My commission expires: Feb 4th 1975
(Affix Seal)

Land in the Fifth Civil District of Davidson County, Tennessee more particularly described according to a survey made November 15, 1971 by Ernest Medlin.

Beginning at a point in the center line of Old Hickory Boulevard, said point being 200.0 feet from the northeast corner of the property conveyed to Gene H. Smith by deed from George M. Johnson and wife, Lucile B. Johnson as of record in Book 4358, page 192, Register's Office for Davidson County, Tennessee, said distance being along the centerline of Old Hickory Boulevard in a southeasterly direction; thence north 88° 35' west 1145.0 feet to an iron pin, south 0° 42' east 78.0 feet to an iron pin, south 4° 01' west 127.94 feet to an iron pin, north 88° 48' 30" east 1274.25 feet to a point in the centerline of Old Hickory Boulevard; thence along the centerline of Old Hickory Boulevard north 47° 50' west 78.5 feet to a spike; thence still along the centerline of Old Hickory Boulevard north 30° 30' west 124.5 feet to the point of beginning and containing 5.1 acres more or less and being designated as Tract "B".

Being part of the property conveyed to Gene H. Smith by deed from George H. Johnson and wife, Lucile B. Johnson as of record in Book 4358, page 192, Register's Office for Davidson County, Tennessee.

RESTRICTIONS:

1. There shall be a minimum of 1400 square feet of floor space on any dwelling.
2. The setback line is 100 feet or more from the westerly margin of Old Hickory Boulevard.
3. Outside wall construction shall be composed of at least 90% masonry.
4. No business shall be located or conducted on the premises.

unimproved ( )
This is improved ( ) 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 James F. Massey and wife, Mary E. Massey their ~~heirs~~, *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* James F. Massey and wife, Mary E. Massey, their ~~heirs~~, *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 James F. Massey and wife, Mary E. Massey *hereinafter referred to as trustors, hereby transfer and convey unto* Phillip Saindon, *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.

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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 16th *day of* December, *19*71

Geo W. Smith

Patricia C. Smith

James F. Massey

Mary E. Massey

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Geo. M. Johnson, *a Notary Public in and for said County and State,* James F. Massey and wife, Mary E. Massey

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* 16th *day of* December, *19*71

Geo. M. Johnson
Notary Public at Large.

Commission expires Feb. 4th 1975

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

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STATE OF Tennessee }
COUNTY OF Davidson }

Personally appeared before me, Geo. M. Johnson, *a Notary Public in and for said County and State,* Gene H. Smith and wife, Patricia C. Smith *the within named bargainor s, with whom I am personally acquainted, and who acknowledged that they are executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville *this* 16th *day of* December, *19* 71

GEO. M. JOHNSON NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Commission expires Feb 4 - 1975 Geo. M. Johnson *Notary Public*

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 .....

DEC 17 75	CONV	14,000.00				
DEC 17 75	MORT'G	12,000.00				
DEC 17 75	S'TAX		A*	36.40		
DEC 17 75	S'TAX		A*	10.00		
DEC 17 75	PR'FEE		A*	.50		
DEC 17 75	W'DEED		A*	8.00	*	54.90

INSTALLMENT DEED

FROM GENE H. SMITH, ET UX

TO JAMES F. MASSEY, ET UX

B 4 1 8 4 9

IDENTIF. REFERENCE

DEC 17 11 32 AM '71

FELIX [illegible] REGISTER
DAVIDSON COUNTY, TENN.

Compliments of

GUARANTY TITLE

Office of

CHICAGO TITLE INSURANCE COMPANY

American Trust Building

S. W. Cor. Third & Union

NASHVILLE, TENNESSEE

PEDIGO & SA[illegible] DW