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119-6

INSTALLMENT DEED

76 pw

For and in Consideration of the sum of Twelve Thousand Five Hundred and no/100 ($12,500.00)----------Dollars, of which Five Hundred and no/100 ($500.00)----------Dollars, has been paid in cash by Gary Hunter Smith and his wife Barbara Susan Smith the receipt of which is hereby acknowledged, and for the remainder Twelve Thousand and no/100 ($12,000.00)----------Dollars, the said Gary Hunter Smith and his wife Barbara Susan Smith have this day executed an Installment Deed Note providing for payment in monthly installments as follows: On the 23rd day of September, 1972 the sum of $96.68 and thereafter on or before the 23rd day of each successive month the sum of $96.68 for a period of 20 years until this Note, at 7 1/2% annual interest is paid in full, both as to principal and interest.

Note and Installment Deed shall not be assignable without prior written approval of the Grantors.

all of said notes bearing six per cent interest from date and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, Andrew B. Waddey and his wife Martha Vester Waddey (and she being the same person described as Martha Vester in the Deed to Andrew B. Waddey and Martha Vester Waddey) have this day bargained and sold, and do hereby transfer and convey unto the said Gary Hunter Smith and his wife Barbara Susan Smith, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in the Sixth Civil District of Davidson County, Tennessee, being Lot No. 5 on the proposed subdivision of the W. C. Miller lands in Woodbine and more particularly described in the Register's Office for Davidson County, Tennessee in Deed Book 3165, page 93.

Being the same property conveyed to Andrew B. Waddey and his wife Martha Vester Waddey (she being the same person as Martha Vester), by Deed from O. A. Waddey and wife Thelma W. Waddey of record in Book 3165, page 93, in the Register's Office for Davidson County, Tennessee. This conveyance is made subject to any and all restrictive covenants and easements applicable to the above described property.

AUG 24 72	CONV	12,500.00				
AUG 24 72	MORT'G	12,000.00				
AUG 24 72	S'TAX		A*	32.50		
AUG 24 72	S'TAX		A*	10.00		
AUG 24 72	PR'FEE		A*	.50		
AUG 24 72	W'DEED		A*	8.00	*	51.00

This is improved (X) unimproved ( ) property, know as 91 (House Number) Elberta Street (Street), Nashville (P. O. Address: City or Town), Tennessee 37211 (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Gary Hunter Smith and his wife Barbara Susan Smith, 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 said real estate to said Gary Hunter Smith and his wife Barbara Susan Smith, 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 Andrew B. Waddey and his wife Martha Vester Waddey

do hereby transfer and convey unto Michael Miller, 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 Gary Hunter Smith and his wife Barbara Susan Smith

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 $10,000.00 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 interst 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 treat 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 Gary Hunter Smith and his wife Barbara Susan Smith 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; should 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 trust 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 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 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 Gary Hunter Smith and his wife Barbara Susan Smith, their 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 Michael Miller, Trustee, shall be vested in said successor.

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 Andrew B. Waddey and his wife Martha Vester Waddey and Gary Hunter Smith and his wife Barbara Susan Smith hereunto set our hands at Nashville, Tennessee, this the 23rd day of August 19 72

Gary Hunter Smith

Barbara Susan Smith

Andrew B. Waddey

Martha Vester Waddey

STATE OF TENNESSEE
Davidson County

Personally appeared before me, ROBERT L. BAKER, a Notary Public in and for said County and State, the within named Andrew B. Waddey and his wife Martha Vester Waddey

the 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 23rd day of August, 1972

Robert L. Baker, Notary Public

Commission Expires 11-19-75

STATE OF TENNESSEE
DAVIDSON County.

Personally appeared before me, ROBERT L. BAKER, a Notary Public in and for said County and State, the within named Gary Hunter Smith and his wife Barbara Susan Smith

the 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 23rd day of August, 1972

Robert L. Baker, Notary Public

Commission Expires 11-19-75

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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Before me, ..., a Notary Public of the State and County aforesaid, personally appeared .....,

with whom I 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 .....

(over for additional acknowledgements)

INSTALLMENT DEED

FROM
Andrew B. Waddey and his wife

TO
Martha Vester Waddey

Gary Hunter Smith and his wife
Barbara Susan Smith

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

B 7 2 9 4 6

IDENTIF. REFERENCE

AUG 24 10 08 AM '72

FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Gary Hunter Smith & wife Barbara Hunter Smith (NAME)	(SAME AS NEW OWNER) (NAME)	119-6
91 Elberta Street (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	76
Nashville Tenn. 37211 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	Pt

THIS INSTRUMENT WAS PREPARED BY

Michael Miller
GRACEY, BUCK, MADDIN & COWAN
500 Court Square Building
Nashville, Tennessee 37201

Mail

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 12,500.00 Gary Hunter Smith
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 23rd DAY OF August, 1972

Robert L. Baker
Notary Public

MY COMMISSION EXPIRES: 11-19-75

(AFFIX SEAL)