Installment Deed

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ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Bobby Fred Smith	same	18W-14260
(NAME:)	(NAME:)	
107 South 12th Street		Map 83-9
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee		Par. 248
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Nine Thousand, Five Hundred and no/100----- ($9,500.00) ----- *Dollars, of which* sum 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* of Seven Thousand, Five Hundred and no/100 ----- ($7,500.00) ----- *Dollars,* Grantee, Bobby Fred Smith, *has executed* his promissory note in the principal amount of Seven Thousand, Five Hundred and no/100 ($7,500.00) Dollars, payable in monthly installments of $77.13, said amount to include principal and interest at the rate of seven percent (7%) per annum, commencing October 1, 1972, and on the first of each consecutive month thereafter for twelve (12) years or until said principal, together with all interest thereon, is paid in full, and providing for payment of attorneys fees and to secure the payment of said indebtedness, principal and interest

~~attorneys fees~~, *a lien is expressly retained on the land herein conveyed,* we, Lelia Sumner Little, Mildred Sumner Jones and Robert D. Sumner, grantors herein, have this day ~~bargained~~ *bargained and sold, and do hereby transfer and convey unto the said* Bobby Fred Smith, his *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

The Northerly 64 feet of lots Nos. 22 and 23 on the Plan of East Edgfield Addition to Nashville, as of record in Book No. 21, page 147, Register's Office for Davidson County, Tennessee. Said Northerly part of Lots Nos. 22 and 23 front together 64 feet on the Easterly side of 12th, formerly Pine Street and run back between parallel lines with the Southerly margin of an alley 100 feet to the Westerly line of Lot No. 24 in said Addition.

Being the same property formerly vested in J. G. Sumner and H. S. Sumner as tenants in common by deed dated July 8, 1918, of record in Book 479, page 377, Register's Office of Davidson County, Tennessee, which subsequently vested in Lelia Sumner Little (formerly Mrs. J. G. Sumner, now being Mrs. T. D. Little), Mildred Sumner Jones and Robert D. Sumner, as follows: At the death of the said J. G. Sumner, a one-half undivided interest passed to his widow and son and daughter herein named and identified above and one-half undivided interest in said persons by deed from H. S. Sumner dated January 15, 1926, of record in Book 702, page 218, R.O.D.C.

I hereby swear or affirm that the actual consideration for the transfer or value of the property transferred, whichever is greater is $ 9,500.00, which amount is equal to or greater than the amount which the property transferred would command at a fair voluntary sale.

AFFIANT

Subscribed and sworn to before me this 4th day of [illegible] 19[illegible]

Notary Public

My Commission Expires: [illegible]

Bobby Fred Smith and Bobbie Fred Smith are one and the same person.

SEP 13 '72	CONV	*9,500.00			
SEP 13 '72	MORT'G	*7,500.00			
SEP 13 '72	S'TAX		A* 24.70		
SEP 13 '72	S'TAX		A* 5.50		
SEP 13 '72	PR'FEE		A* .50		
SEP 13 '72	W'DEED		A* 8.00	*	38.70

This is { unimproved ( ) / improved (XX) } property, known as 107 South 12th Street, Nashville, Tennessee
(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 Bobby Fred Smith, his *(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.* except for 1972 taxes to be prorated as of the date of this deed and as otherwise herein noted.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Bobby Fred Smith, his *(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 Bobby Fred Smith *hereinafter referred to as trustors, hereby transfer and convey unto* Jonathan Harwell, *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 $ 16,000.00, *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.

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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 1st *day of* September, 19 72

Robert D Sumner
Robert D. Sumner

X Mildred Sumner Jones
Mildred Sumner Jones

X Lelia Sumner Little
Lelia Sumner Little

Bobby Fred Smith
Bobby Fred Smith

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Donald J. Sumner, *a Notary Public in and for said County and State,* Robert D. Sumner

the within named bargainor....., with whom I am personally acquainted, and who acknowledged that he *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville *Tennessee, this* 8 *day of* Sept., 19 72

My Commission Expires Feb. 4, 1976

Donald J. Sumner *Notary Public*

Commission expires.....

DONALD J. SUMNER NOTARY PUBLIC DAVIDSON CO. TN.

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STATE OF MARYLAND
~~STATE OF DISTRICT OF COLUMBIA~~
COUNTY OF PRINCE GEORGE'S
~~COUNTY OF~~

Personally appeared before me, G. WANDA WINN, *a Notary Public in and for* ~~said County and State~~, said ~~STATE~~ State of Lelia Sumner Little and Mildred Sumner Jones,

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 ~~Washington, D.C.~~ ANDREWS AFB, Maryland, *this* 5th *day of* September, *19* 72.

G. Wanda Winn *Notary Public*

Commission expires July 1, 1974

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 .....

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, John Russell Howell, a Notary Public in and for said County and State, Bobby Fred Smith, the within named bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, this 12th day of September, 1972.

John Russell Howell
Notary Public

My Commission expires: Aug 19, 1974

NOTARY PUBLIC DAVIDSON COUNTY

THIS INSTRUMENT PREPARED BY
HOWELL AND FISHER, ATTORNEYS
401 COURT SQUARE BUILDING
NASHVILLE, TENNESSEE 37201
BY: John Russell Howell
ATTORNEY

Mail Jonathan Howell Atty
C. Square Bldg
Tenn

INSTALLMENT DEED

FROM Lelia Sumner Little, et al

TO Bobby Fred Smith

B 75689

IDENTIF. REFERENCE

SEP 13 9 04 AM '72

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TENN.

Compliments of
Guaranty Title Company
A Division of
Kansas City Title Insurance Company
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE