BOOK 4678 PAGE 901

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
Robert N. Smith (NAME:)	Same (NAME:)	44-9
215 Rayon Drive (STREET ADDRESS OR ROUTE NUMBER)	Same (STREET ADDRESS)	2 pw
Old Hickory, Tenn. (CITY) (P. O. ZONE) (STATE)	Same (CITY) (ZONE) (STATE)	

mail

FOR AND IN CONSIDERATION of the sum of Seven Thousand ($7,000.00)---------- *Dollars,*

of which Three Thousand Five Hundred ($3,500.00)---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Three Thousand Five Hundred ($3,500.00)---------- *Dollars,*

Robert N. Smith and wife, Marjorie M. Smith---------- *ha ve executed*

and delivered their Vendor's Lien Note payable to the order of L. D. Brawner and wife, June M. Brawner which said note is payable in 8 installments of $400.00 and 1 final installment in the amount of $300.00. In addition to the principal, interest at the rate of 6% per annum on the unpaid balance will be paid on each paying date. The first installment is due on or before the 6th day of February, 1974 and a like installment is due on the 6th day of February of each consecutive succeeding year thereafter for 8 installments of $400.00 and 1 installment of $300.00 until the note is paid in full. Privilege is reserved of paying any installment on any paying date or this note 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, L. D. Brawner and wife, June M. Brawner, have---------- *Xe this day bargained and sold, and do hereby transfer and convey unto the said* Robert N. Smith and wife, Marjorie M. Smith, their---------- *(successors), heirs and assigns,*

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

Being Lot No. 244 and part of an unnumbered tract lying south of the same on the Map of Rayon City, Old Hickory, Tennessee, of record in Book 843, page 13, Register's Office and shown on a copy of a survey thereof made June 26, 1946, by Anderson and Gee, Surveyors, as follows:
Beginning at a point in the southerly margin of Rayon Drive at the corner of Lots Nos. 244 and 245; thence with the line between said lots southerly 150 feet to a point in the north margin of said unnumbered tract; thence south 24° 46' west 116 feet to the south line of said unnumbered tract shown on said map; thence south 80° 01' east 50 feet to a point at the southwest corner of the property conveyed to Robert A. Vance and wife, by deed from Howard McGee of record in Book 1043, page 235, said Register's Office; thence along Vance's westerly line north 24° 46' east 116 feet to a point at the corner of Lots Nos. 243 and 244; thence with the line between said Lots northerly 150 feet to the south margin of Rayon Drive; thence with the margin of the same, north 80° 01' west 50 feet to the beginning. Being the same property conveyed to Howard McGee and wife, Ida McGee, by three deeds; one from F. L. Miller, of record in Book 1019, page 561, one from Rayon City Development Company, of record in Book 1194, page 102, and the other from Robert A. Vance and wife, of record in Book 1404, page 511, Register's Office for Davidson County, Tennessee. (Continued)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater for this transfer is $ 7,000.00

Subscribed and sworn to before me, this the 6 day of February, 19 73

Affiant

My commission expires: April 27, 1976

(Affix Seal)

Notary Public

Being the same property that was last conveyed to L. D. Brawner and wife, June M. Brawner by deed from Howard McGee and wife, Ida McGee of record in Book 1678, page 289, said Register's Office.

There is located on the south portion of the property here described, a five room, one bath house, the same being now occupied by Effie Brawner, the Aunt of L. D. Brawner and it is agreed that she, Effie Brawner, may live on the property for and during the period of her natural lifetime, rent free. This being a part of the consideration for the sale of the property by L. D. Brawner and wife and without this added consideration the sale would not have been made.

This is unimproved ( ) improved (X) property, known as 213 (House Number) Rayon Drive (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 Robert N. Smith and wife, Marjorie M. 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* Robert N. Smith and wife, Marjorie 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 Robert N. Smith and wife, Marjorie M. 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 $....., 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 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 6 *day of* February, *19* 73

L. D. Brawner

L. D. Brawner

June M. Brawner

June M. Brawner

Robert N. Smith

Robert N. Smith

Marjorie M. Smith

Marjorie M. Smith

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Judy L. Anderson, *a Notary Public in and for said County and State,* L. D. Brawner and wife, June M. Brawner and Robert N. Smith and wife, Marjorie M. 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 *Tennessee, this* 6 *day of* February, *1973*

Judy L. Anderson *Notary Public*

JUDY L. ANDERSON NOTARY PUBLIC DAVIDSON COUNTY, TENN. APR. 27, 1976

Commission expires April 27, 1976

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.....

FEB-6[illegible] CONV *7,000.00
FEB-6[illegible] MORT'G *3,500.00
FEB-6[illegible] S'TAX A* 18.20
FEB-6[illegible] S'TAX A* 1.50
FEB-6[illegible] PR'FEE A* .50
FEB-6[illegible] W'DEED A* 8.00 * 28.20

INSTALLMENT DEED

FROM

L. D. BRAINER, ET UX

TO

ROBERT N. SMITH, ET UX

393823

IDENTIF. REFERENCE

FEB 6 11 13 AM '73

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