Box 6

Installment Deed

THIS INSTRUMENT PREPARED BY
DEARBORN & EWING, ATTORNEYS
400 COMMERCE UNION BANK BUILDING
NASHVILLE, TENNESSEE 37219

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP 68
Sidney T. Wright, et ux Joan W. Wright (NAME)	Same (NAME)	
6114 Elizabethan Dr (STREET ADDRESS OR ROUTE NUMBER)	BOOK 4742 PAGE 977 (STREET ADDRESS)	PAR Nos. 34,
Nashville 37205 Tenn. (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	49, 47, 33 & 48

FOR AND IN CONSIDERATION of the sum of One Hundred Ninety Thousand and no/100 ($190,000.00)---------- *Dollars,*

of which Forty Thousand and no/100 ($40,000.00)---------- ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder One Hundred Fifty Thousand and no/100 ($150,000.00)---------- *Dollars,*

Sidney T. Wright, and wife Joan W. Wright, hereinafter called grantees *have executed*

a promissory note in the amount of One Hundred Fifty Thousand and no/100 ($150,000.00) Dollars payable in ten (10) equal annual installments, together with interest on the unpaid principal balance as provided in said note, the first annual installment being due one year from date, and the hereinafter named grantors agree to release their lien on the following described real estate on the basis of releasing one acre of land for each $1,023.00 in the future paid by grantees, said real estate to be released shall first be that river bottom land at locations designated by grantees, and grantors further agree to release 20 acres of river bottom land as designated by grantees with the payment of the $40,000.00 cash paid this 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, J. Charles Smith, Sr., and wife, Emma Lulu Smith, and J. Charles Smith, Jr., an unmarried man, hereinabove and hereinafter called grantors, *have this day bargained and sold, and do hereby transfer and convey unto the said* grantees, their ~~successors~~, *heirs and assigns,*

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

Land in the 13th Civil District of Davidson County, Tennessee, more particularly described as follows:

TRACT 1

Beginning at an iron pin corner in the south right of way of Tennessee State Highway 12 where said highway intersects a gravel road, said pin being the most northwesterly corner of this tract, and continuing as follows: south 60 degrees 0 minutes west 128.99 feet to a point in the center of a gravel road opposite a fence; thence south 1 degree 28 minutes east 679.38 feet to an iron pin in the north right of way of the Tennessee Central Railroad; thence south 67 degrees 33 minutes east 1423.99 feet to a post; thence north 7 degrees 20 minutes east 724.15 feet to a post; thence south 84 degrees 16 minutes east 216.99 feet to a post; thence north 2 degrees 45 minutes east 558.02 feet to an iron pin in the south right of way of Tennessee State Highway 12; thence with said right of way and a curve to the left with a radius of 2864.79 feet a distance of 554.2 feet to a point; thence south 89 degrees 13 minutes west 1006.72 feet to the point of beginning.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 190,000.00

Subscribed and sworn to before me this ____ day of _____

Affiant

My commission expires _____

Notary Public

TRACT 2

Beginning at an iron pin, said pin being the most northwesterly corner of this tract and continuing as follows: south 7 degrees 10 minutes west 1885.0 feet to a point in the Cumberland River; thence upstream in said river as follows: south 53 degrees 50 minutes east 566.0 feet, south 60 degrees 46 minutes east 608.57 feet, south 51 degrees 40 minutes east 742.5 feet, south 45 degrees 10 minutes east 1331.05 feet to a point in said river being the most southeasterly corner of this tract; thence north 7 degrees 20 minutes east 2995.31 feet to a point in the south right of way of the Tennessee Central Railroad; thence with said right of way as follows: north 67 degrees 33 minutes west 1876.37 feet, north 68 degrees 22 minutes west 98.98 feet, north 69 degrees 47 minutes west 98.26 feet, north 72 degrees 10 minutes west 97.37 feet, north 75 degrees 34 minutes west 97.19 feet, north 78 degrees 32 minutes west 97.72 feet, north 80 degrees 41 minutes west 98.60 feet, and north 81 degrees 35 minutes west 367.17 feet to the point of beginning, containing in both tracts exclusive of railroad right of way 188.39 as per survey by Jack L. Head and Associates dated August 15, 1973.

Being the same property conveyed to J. Charles Smith, Sr., and wife Emma Lulu Smith, and J. Charles Smith, Jr., an unmarried man, by the following deeds of record: in Book 1467, page 146; Book 1763, page 1; Book 1815, page 273; and Book 2138, page 59, Register's Office for Davidson County, Tennessee.

John Charles, Jr. and John Charles Smith, being the same person as J. Charles Smith, Jr; J. Charles Smith, and John Charles Smith, Sr., being the same person as J. Charles Smith, Sr.

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 grantees, 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.*

Said property is subject to easements granted to the Tennessee Valley Authority by deed of record in Deed Book 1255, page 577 and Book 1255, page 496 of the Register's Office of Davidson County, Tennessee and to Cheatham Lock and Dam Project, Cumberland River, Tennessee found in Book 2155, page 311 of the Register's Office of Davidson County, Tennessee.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* grantees, their ..... heirs ~~successors~~ *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 grantees ..... *hereinafter referred to as trustors, hereby transfer and convey unto* J. Charles Smith, Jr. ..... *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 $ insurable value *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 31 *day of* August, *19*73.

J. Charles Smith Sr.

J. Charles Smith, Sr.

Emma Lulu Smith

Emma Lulu Smith

J. Charles Smith Jr.

J. Charles Smith, Jr.

Sidney T. Wright

Sidney T. Wright

Joan W. Wright

Joan W. Wright

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Sue B. Whitney, *a Notary Public in and for said County and State,* J. Charles Smith, Sr., Emma Lulu Smith, and J. Charles Smith, Jr.,

*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* 31st *day of* August, *19*73

Sue B. Whitney *Notary Public*

Commission expires 4-27-76

BOOK 4742 PAGE 980

STATE OF Tennessee }
COUNTY OF Davidson }

Personally appeared before me, Sue B. White, *a Notary Public in and for said County and State,* Sidney T. Wright, and wife Joan W. Wright

the within named 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* 31st *day of* August, *19*73

Sue B. White *Notary Public*

Commission expires 4-27-76

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 .....

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in this Document Unsatisfactory When Received

SEP-4 73	CONV	99,000.00			
SEP-4 73	CONV	91,000.00			
SEP-4 73	MORT'G	90,000.00			
SEP-4 73	MORT'G	60,000.00			
SEP-4 73	S'TAX		A*	494.00	
SEP-4 73	S'TAX		A*	148.00	
SEP-4 73	PR'FEE		A*	.50	
SEP-4 73	W'DEED		A*	8.00	* 650.50

INSTALLMENT DEED

FROM

J. Charles Smith, Sr.
Emma Lulu Smith
J. Charles Smith, Jr.

TO

Sidney T. Wright

Joan W. Wright

C 22256

IDENTIF. REFERENCE

SEP 4 8 42 AM '73

FELIX Z... REGISTER
DAVIDSON COUNTY, TENN.

CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE