Prepared By: James A. Carney
Attorney at Law
Nashville, Tennessee

93-11
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INSTALLMENT DEED

BOOK 4792 PAGE 291

FOR AND IN CONSIDERATION of the sum of Twenty-Three Thousand Seven Hundred-Sixteen and 80/100's ----------Dollars ($23,716.80), of which Three Thousand Forty-Three and 20/100's----------Dollars ($3,043.20) has been paid in cash by the hereinafter named Grantees, the receipt of which by the hereinafter named Grantor is hereby acknowledged, and for the remaining balance of Twenty Thousand Six Hundred Seventy-Three ~~and 60/100's~~ Dollars ($~~20,673.60~~), the said hereinafter named Grantees have executed one promissory note of even date herewith payable to the order of the hereinafter named Grantor in consecutive monthly installments of $ 215.35 each, with the first installment due the 21st day of March, 1974; said note bears interest after maturity and provides for payment of attorney's fees, and to secure the payment of said note, principal and interest, attorney's fees, and all obligations of Grantees hereinafter provided for, a lien is expressly retained on the land herein conveyed, Madeline Smithey and Phillip Smithey, hereinafter called Grantor, has this day bargained and sold, and does hereby transfer and convey unto Harris Mechanical Contractors, Inc., hereinafter called Grantees, their heirs and assigns, certain real estate described as follows:

LAND IN DAVIDSON COUNTY, Tennessee, being Lots Nos. 1 and 2 on the Map of the Subdivision of Lot No. 50 on the University Plan of Lots, as of record in Book 57, page 54, Register's Office for said County.

SAID Lots Nos. 1 and 2 front together 80 feet on the easterly side of Academy Place, formerly Asylum Street, and run back between parallel lines, with the northerly margin of an alley, 160 feet to an alley in the rear.

BEING the same property conveyed to Mrs. Madeline Smithy by deed from Floyd E. Hassell, et al, heirs of Mrs. Cordie H. James, of record in Book 2925, page 242, Register's Office for Davidson County, Tennessee.

Madeline Smithey hereby declares that Madeline Smithey and Madeline Smithy are one and the same person.

FEB28	CONV	23,716.80				
FEB28	MORT'G	20,673.60				
FEB28	S'TAX		A*	61.62		
FEB28	S'TAX		A*	18.70		
FEB28	PR'FEE		A*	.50		
FEB28	W'DEED		A*	12.00	*	92.82

Taxes for the current year are assumed by the Grantees.

TO HAVE AND TO HOLD said real estate with the appurtenances, estate, title and interest thereto belonging to the said Grantees, their heirs and assigns forever. Grantor convenants that it is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered, except as hereinabove set out.

Grantor further convenants and binds itself and its successors and representatives to warrant and forever defend the title to said real estate to said Grantees, their heirs and assigns, against the lawful claims of all persons.

And now for the purpose of rendering court proceedings unnecessary for the enforcement of the lien herein retained by Grantor on the real estate hereinbefore described and to secure the prompt and faithful payment of the above described promissory note and to secure the prompt and faithful payment and performance by Grantees of their obligations as herein provided and further for the consideration of $1.00 to Grantees in hand paid, the receipt of which is hereby acknowledged, the Grantees do hereby transfer and convey unto James A. Carney, Trustee, his successors and assigns, the real estate hereinbefore described with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid only.

The Grantees do hereby agree to keep the property described herein and all improvements on said real estate, insured in some reliable fire insurance company or companies for at least a sum equal to the unpaid balance due on the promissory note secured hereby and all prior liens until said note is fully paid, and to have the loss, if any, made payable on the policy or policies to the holder of the note secured hereby and any prior liens, as their interest may appear, said policy or policies of insurance shall be in such form as is acceptable to the holder hereof, and said policies or copies hereof delivered to holder.

Grantees further agree to keep the improvements on said real estate in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due and before date of delinquency; and in case Grantees fail to do either, then the said Trustee, or the lawful owner and holder of said note may do any or all of these things, and the sum or sums so expended shall be due and payable immediately without notice or demand and shall become a part of the indebtedness secured herein, and shall bear interest from the date of such payment.

Now, if the Grantees shall pay the promissory note above described when due, according to its terms, and pay the taxes, keep up repairs, and keep said buildings insured as aforesaid, then this trust conveyance shall be of no further force or effect. But if Grantees fail to pay any installment, principal or interest, on said promissory note promptly when due, or if Grantees fail to pay taxes, keep up repairs or keep said premises insured as herein provided, or if Grantees fail to reimburse the Trustee or lawful owner and holder of said note for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said notes, then this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said promissory note, the entire unpaid balance, principal and interest, due on said note shall immediately become due and payable, without notice or demand, and the said Trustee, or his successors in trust, is hereby authorized and empowered upon giving twenty (20) days' notice of the time, terms and location of said sale by three (3) publications in any newspaper, daily or weekly, published in the county wherein the real estate is situated, to sell said real estate at the courthouse door 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 successors in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The Grantor and/or holder of the note secured hereunder may bid at any sale under this trust conveyance. Grantees agree, that the Trustee may, at any time after default in the payment of said note, enter and take possession of said real estate and shall only account for the net rents actually received by him. Grantees further agree that, in the event the Trustee fails, before selling said real estate, 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 real estate. 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, including a reasonable Trustee's fee; also reasonable attorney's fees for advice in the premises, and representing the Trustee, or for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement or protection of said lien; also the expenses of any such litigation.

2nd. To the payment of said promissory note herein secured, and any and all sums expended in the protection of said property, as herein authorized.

3rd. The residue, if any, will be paid to Grantees, their representatives or assigns.

Should the Trustee herein specifically named be unable to execute the foregoing trust because of death, disability, resignation or any other cause, or should the holder of the note herein secured desire that another or different trustee act hereunder, then the holder of said note herein secured is hereby authorized and empowered to name and appoint, by an instrument in writing recorded in the same register's office as this instrument, a successor trustee to execute this trust and the title herein conveyed to the above specifically named trustee shall be vested in said successor.

Grantees agree to pay all cost, including attorney's fee, incurred by the holder of the promissory note secured hereby in recording, protecting, preserving, defending, enforcing or releasing the lien of this instrument.

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.

If less than two join herein as Grantees, then the pronouns and relative words referring to Grantees, shall be read in the singular masculine, feminine or neuter as the case may be.

If more than one joins herein as Grantor or if Grantor be male or female, then the pronouns and related words referring to Grantor shall be read in the plural masculine or feminine as the case may be.

IN WITNESS WHEREOF, the Grantor and Grantees have caused this instrument to be executed on this the 21st day of February, 19 74.

GRANTEES:

HARRIS MECHANICAL CONTRACTORS, INC.

BY: Stanley E. Harris
President

GRANTOR:

Madeline Smithey
Madeline Smithey

Phillip Smithey
Phillip Smithey

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Madeline Smithey and Phillip Smithey, 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 the 21st day of February, 1974.

Notary Public

My Commission Expires: 2/14/76

STATE OF TENNESSEE
COUNTY OF _____

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named _____, 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 _____, Tennessee, this the _____ day of _____, 19____.

Notary Public

My Commission Expires: _____