Prepared By: William E. Higgins 338 46th Avenue North Nashville, Tennessee 37209

TENNESSEE TITLE COMPANY

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS:
Richard L. Smith, et ux (NAME)	S A M E (NAME)	BOOK 1834 PAGE 739
7456 Charlotte Pike (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	117
Nashville, Tennessee (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	221 pw

INSTALLMENT DEED

FOR AND IN CONSIDERATION OF the sum of

Twenty-seven Thousand Five Hundred and no/100's---------- DOLLARS

of which $3,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees (1) have executed their promissory note of even date herewith in the principal sum of $4,500.00 payable to the order of Jacob John Heer, Jr. and Margaret Heer Martin on or before September 15, 1974, and,

(2) have executed their promissory note of even date herewith in the principal sum of $20,000.00 payable to the order of Jacob John Heer, Jr. and Margaret Heer Martin in 240 monthly installments as follows: on the 15th day of August, 1974, the sum of $167.29 and thereafter a like sum on the 15th day of each succeeding month, the last installment for the sum of $167.13 being due on the 15th day of July, 1994 The installments include interest at the rate of eight per cent (8%) per annum on the unpaid principal,

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed.

We, Jacob John Heer, Jr. and Margaret Heer Martin

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

Richard L. Smith and wife, Judy Fairbanks Smith

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

A tract of land in the 8th, formerly the 12th Civil District of Davidson County, Tennessee, described as follows: BEGINNING at a point in the center line of Sawyer Brown Road thence continuing with the center line of said Road in a southeasterly direction 120 feet, more or less, to a point within the bonds of Charlotte Pike; thence continuing in the bonds of Charlotte Pike, southwesterly 250 feet, more or less, to a point, said point being the southeasterly corner of the A. G. Heer Tract; thence along the common line of the A. G. Heer tract, and the property herein described approximately North 32° West 295 feet more or less to a point, said point being the corner fence stack in A. G. Heer's line; thence N. 69° 30' East 166.5 feet, more or less, to an iron pin; thence South 26° East 48 feet, more or less, to an iron pin thence North 68° East 162 feet, more or less, to the point of beginning, said tract containing 1.21 acres, more or less.

Being the same property devised to Jacob John Heer, Jr. and Margaret Heer Martin, as devisees under the will of Jessie Evans Heer, of record in Will Book 110, page 406, Probate Court for Davidson County, Tennessee.

This is improved (X) unimproved ( ) property known as 7456 Charlotte Pike (House Number) (Street) Nashville, Tennessee (P. O. Address:) (City or Town) (Postal Zone)

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their heirs and assigns forever. We convenant 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 the said real estate to said grantees, 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 grantees herein do hereby transfer and convey unto William E. Higgins 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 grantees 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 $20,000.00 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 interest 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 grantees, 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; 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 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 advise 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 the grantees herein, their heirs, 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 the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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 grantors and grantees, have hereunto set our hands this the 15th day of July, 19 74

Jacob John Heer Jr.

Margaret Heer Martin

Richard L. Smith

Judy Fairbanks Smith

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $27,500.00

Judy Fairbanks Smith
Affiant

Subscribed and sworn to before me, this the 15 day of July, 1974

My commission expires January 26, 1976 (Affix Seal)

Notary Public

WILLIAM E. HIGGINS NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, William E. Higgins, a Notary Public in and for said County and State, the within named Jacob John Heer, Jr., Margaret Heer Martin, Richard L. Smith and wife, Judy Fairbanks Smith the 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 15 day of July, 1974

Commission Expires January 26, 1976

Notary Public.

WILLIAM E. HIGGINS NOTARY PUBLIC DAVIDSON COUNTY, TENN.

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____.

Commission Expires _____

Notary Public

JUL 16 CONV 27,500.00
JUL 16 MORT'G 20,500.00
JUL 16 S'TAX A* 71.50
JUL 16 S'TAX A* 22.50
JUL 16 PR'FEE A* .50
JUL 16 W'DEED A* 1.00
RECORDER'S MEMO. A* 08.50

Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received

INSTALLMENT DEED

FROM
Jacob John Heer, Jr. and
Margaret Heer Martin

To

Richard L. Smith and wife,
Judy Fairbanks Smith

C 6 3 1 7 3

IDENTIF. REFERENCE

JUL 16 11 22 AM '74

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

Published by
TENNESSEE TITLE COMPANY
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404 James Robertson Parkway
NASHVILLE, TENNESSEE 37219
Phone 259-2290

FORM NO. 1005 - REVISED