BOOK 4876 PAGE 898

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD - 4

FROM
Beverly W. Landstreet, Jr. and wife, Martha D. Landstreet

TO
Miriam S. Smith

For draftsman's use
Mail
THIS INSTRUMENT PREPARED BY
Alf Adams, Jr., Attorney
300 James Robertson Parkway
Nashville, Tennessee 37201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Miriam S. Smith (NAME)	Advance Mortgage Corp. (NAME)	Map 104-06
3205 Marlborough Avenue (STREET ADDRESS OR ROUTE NUMBER)	P. O. Box 146 (STREET ADDRESS)	Parcel 145.1
Nashville, Tennessee (CITY) (STATE) (P. O. ZIP)	Detroit, Michigan 48232 (CITY) (STATE) (ZIP)	26W7660

C82303

(FOR REGISTER'S USE)

IDENTIF. REFERENCE

Dec 23 11 07 AM '74

FELIX Z. WILSON II REGISTER DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 16,000.00 Miriam S. Smith
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 20th DAY OF December, 1974.

Elizabeth F. Shaw
Notary Public

MY COMMISSION EXPIRES: Nov. 19, 1975

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Sixteen Thousand and no/100 ($16,000.00)---
DOLLARS

of which $ 3,500.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees agrees to assume the balance of $8,619.53 owing to Buffalo Savings Bank on a promissory note in the original sum of $10,200.00 payable to Noel-Palmer Mortgage Company, Inc. secured by deed of trust of record in Book 4023, page 627, which indebtedness was assigned to Advance Mortgage Company in Book 4026, page 58, and to Buffalo Savings Bank in Book 4059, page 727, and grantee has executed and delivered to grantors a promissory note of even date herewith in the sum of $3,880.47, payable in ten (10) years at 8-1/2 per cent per annum.

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,

Beverly W. Landstreet, Jr. and wife, Martha D. Landstreet

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

Miriam S. Smith

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

Being part of Lot No. 116 on the Revised Plan of R. W. Grizzard's Subdivision of the Bosley Tract, not of record, and described according to a survey made by Parrish Engineers, Inc., dated May 31, 1966, as follows:

Beginning at a point in the southeasterly margin of Marlborough Avenue at its intersection with the westerly margin of an alley; thence along said Avenue, southwesterly 55.26 feet to a point, being 94.74 feet northeasterly from the intersection of Marlborough Avenue and Love Circle; thence southeasterly along a curve 134.2 feet (by actual field measurement 126.5 feet) to a point in the line between Lots Nos. 115 and 116; thence with the line between said lots, easterly 55.15 feet to a point in the westerly margin of a 12 foot alley; thence along the westerly margin of said alley, northwesterly 165 feet more or less to the point of beginning.

Being the same property conveyed to Beverly W. Landstreet, Jr. and wife, Martha D. Landstreet, by deed from Kenneth W. Ellis and wife, of record in Book 4166, page 880, said Register's Office.

This is unimproved ( ) improved (X) property, known as 3205 Marlborough Avenue, Nashville, Tennessee
(House Number) (Street) 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 covenant that we are lawfully seised 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 Alf Adams, Jr. 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 $ 15,000.00 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 27th day of Nov. 19 74.

Beverly W. Landstreet, Jr.

Miriam S. Smith

Martha D. Landstreet

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Elizabeth F. Sliger, a Notary Public in and for said County and State, the within named Beverly W. Landstreet, Jr and Miriam S. Smith the bargainors, 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 Nashville, Tennessee, this 27th day of December, 1974.

Elizabeth F. Sliger, Notary Public.

Commission expires Nov. 19, 1975.

DEC23 CONV 16,000.00
DEC23 MORTG *3,880.47
DEC23 S TAX A* 41.60
DEC23 S TAX A* 1.90
DEC23 P FEE A* .50
DEC23 W DEED A* 4.00 * 48.00

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, Elizabeth F. Sliger, a Notary Public of the State and County aforesaid, personally appeared Martha D. Landstreet, with whom I am personally acquainted, and who, upon oath, acknowledged that she executed the within instrument for the purposes therein contained.

[illegible] of the corporation by [illegible] as [illegible].

Witness my hand and seal, at office in Nashville, Tennessee, this 27th day of November, 19 74.

Elizabeth F. Sliger, Notary Public.

Commission expires Nov. 19, 1975.