This instrument prepared by:
David G. Gray, Attorney
1133 Stahlman Bldg. Nashville, TN. 37201

# Installment Deed

BOOK 4914 PAGE 650

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| Michael Smith, Jr., et ux | Same | |
| (NAME) | (NAME) | 182 |
| 4004 Hobson Pike | (STREET ADDRESS) | 5/6 16 pt |
| Antioch, Tenn. 37013 | | |
| (CITY) (P. O. ZONE) (STATE) | (CITY) (ZONE) (STATE) | |

*FOR AND IN CONSIDERATION of the sum of* Eleven Thousand Five Hundred and no/100 ($11,500.00) *Dollars,*

*of which* Two Thousand Five Hundred and no/100 ($2,500.00) *Dollars, has been paid in cash,*

*the receipt of which is hereby acknowledged, and for the remainder* of Nine Thousand and no/100 ($9,000.00) *Dollars,*

The grantees Michael Smith, Jr., and wife, June B. Smith

*have executed*

Their joint and several promissory note of even date herewith payable to the order of Gene Horace Smith, in the original principal amount of $9,000.00 payable in equal monthly installments at the rate of 86.01 per installment including principal and interest at the rate of 8% per annum, the first installment being due on the 21st day of June, 1975, and thereafter on the 21st day of each succeeding month until the full amount due shall have been paid.

*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,* I, Gene Horace Smith

*have this day bargained and sold, and do hereby transfer and convey unto the said* Michael Smith, Jr., and wife, June B. Smith, their

~~XXXXXXX~~ *heirs and assigns,*

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

Land in the 5th Civil District of Davidson County, Tennessee, described according to a survey made by Billy Carl Tomlin, Surveyor, April 21, 1975, as follows:
Beginning at an iron pin in the northerly margin of Hobson Pike said point beingl,197.5 feet more or less from the point of intersection between Hobson Pike and Whittemore Lane, thence north 1° west 845 feet; thence north 87° 04' east 208.6 feet; thence south 0° 30' east 848 feet to the northerly margin of Hobson Pike; thence with the same south 88° west 200 feet to the beginning.

Being part of the property conveyed to Gene Horace Smith, by deed from Horace E. Smith and wife, Alice T. Smith, of record in Book 4291, page 183, Register's Office for said County.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 11,500.00

Affiant

Subscribed and sworn to before me, this the 21 day of May 19 75

Notary Public

My commission expires: 11-4-78
(Affix Seal)

MRS. ANN NOTARY PUBLIC DAVIDSON

This conveyance is subject to the following covenants which shall run with the land and which are binding upon the grantor as to the remaining portions of this tract and upon the grantees, his heirs, successors and assigns:

1. Any residence shall contain not less than 1800 Sq. Ft.

2. Construction shall be of brick on front and both ends, except that not more than 25% of the surface area, exclusive of doors and window openings may be of wood siding above the brick veneer.

3. Front of house must set back from Old Hickory Blvd. 300 feet and any other buildings must set back 500 feet.

4. No mobile homes shall be permitted.

5. No businesses or commercial raising of swine or poultry shall be permitted.

| | | | | | | |
|---|---|---|---|---|---|---|
| MAY21 75 | CONV | 11,500.00 | | | | |
| MAY21 75 | MORT'G | *9,000.00 | | | | |
| MAY21 75 | S'TAX | | A* | 29.90 | | |
| MAY21 75 | S'TAX | | A* | 7.00 | | |
| MAY21 75 | PR'FEE | | A* | .50 | | |
| MAY21 75 | T'DEED | | A* | 6.00 | * | 43.40 |

unimproved XX
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* Michael Smith, Jr., and wife, June B. Smith, their XXXXXXXX *heirs and assigns forever.* I *covenant that* I am *lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.* except for the above mentioned covenants, running with the land and for taxes for the year 1975, which shall be paid by the grantor.

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Michael Smith, Jr., and wife, June B. Smith, their XXXXXXX *heirs and assigns, against the lawful claims of all persons.*

Patricia C. Smith joins in this deed as the wife of Gene Horace Smith

*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* Michael Smith, Jr., and wife, June B. Smith *hereinafter referred to as trustors, hereby transfer and convey unto* David G. Gray, *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 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.*

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*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* 21st *day of* May, *19* 75

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IDENTIF. REFERENCE

MAY 21 10 22 AM '75
FLORENCE M. HALL REGISTER
DAVIDSON COUNTY, TENN.

Gene Horace Smith
Patricia C. Smith
Michael Smith Jr.
June B. Smith

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

*Personally appeared before me,* undersigned, *a Notary Public in and for said County and State,* Gene Horace Smith and wife, Patricia C. Smith and Michael Smith, Jr., and wife, June B. Smith

*the within named bargainor..., 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, *Tennessee, this* 21 *day of* May, *19* 75.

Anne M. Smith
*Notary Public*

NOTARY PUBLIC TN
ANNIE M. SMITH
DAVIDSON COUNTY

*Commission expires* 11-4-78