BOOK 4958 PAGE 877

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

FROM
Miriam S. Smith

TO
Wilson P. Stevenson, Jr.,
Wilson P. Stevenson, Sr. and
Decie E. Stevenson

For draftsman's use
prepared by:
David J. Levine
Attorney at Law
717 Stahlman Building
Nashville, Tennessee 37201
Phone: 254-1616

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Wilson P. Stevenson, Jr. (NAME)	Advance Mortgage Corp. (NAME)	104-6 145.1 a.c.
3205 Malborough Avenue (STREET ADDRESS OR ROUTE NUMBER)	P. O. Box 146 (STREET ADDRESS)	
Nashville, Tennessee (CITY) (STATE) (P. O. ZIP)	Detroit, Michigan 48232 (CITY) (STATE) (ZIP)	26W 7660

(FOR REGISTER'S USE)

IDENTIF. REFERENCE

OCT 6 12 33 PM '75

FEE $ REGISTER DAVIDSON COUNTY, TENN.

D 18655

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 18,000.00 David J. Levine
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 6th DAY OF September 1975.

J. Mead Notary Public

MY COMMISSION EXPIRES: May 14, 1978

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Eighteen Thousand and no/100 ($18,000.00) DOLLARS of which $ 358.55 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees agree to assume the balance of $8,451.93 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, RODC, Tennessee, which indebtedness was assigned to Advance Mortgage Company in book 4026, page 58, and to Buffalo Savings Bank in book 4059, page 727, RODC, Tennessee; and grantees further agree to assume the balance of $3,689.52 owing to Beverly W. Landstreet, Jr. and wife, Martha D. Landstreet on a promissory note in the original sum of $3,880.47 secured by an Installment Deed of record in book 4876, page 898, RODC, Tennessee; and as further consideration on the purchase price stated herein, grantees have executed and delivered to said grantor, a promissory note of even date herewith in the principal sum of $5,500.00 payble to the order of Miriam S. Smith; said note is for 120 monthly installments (10) years payable at $69.68 per month including 9% interest on the unpaid principal balance 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, with the first payment due and payable (MIRIAM S. SMITH) /// November 1st, 1975 and like payment on or before the the FIRST day of each month until the entire indebtedness is paid in full. //

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto WILSON P. STEVENSON, JR. a one-half undivided interest in // and to Wilson P. Stevenson, Sr. and wife, Decie E. Stevenson, a one-half undivided interest. herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Stevenson

Being part of Lot No. 116 on the Revised Plan of R. W. Grizzards 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 Miriam S. Smith, by deed from Beverly W. Landstreet and wife, Martha D. Landstreet, as of record in book 4876, page 898, 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 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 grantors herein do hereby transfer and convey unto David J. Levine, Trustee 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 grantors 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 $ _____ 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 grantors, 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 grantors 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 September 19 75.

Miriam S. Smith

Miriam S. Smith

William P. Stevenson, Jr.

WILSON William P. Stevenson, Jr.

William P. Stevenson, Sr.

WILSON William P. Stevenson, Sr.

Decie E. Stevenson

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, MORRIS LEVINE, a Notary Public in and for said County and State, the within named William P. Stevenson, Jr., WILSON William P. Stevenson, Sr. WILSON Decie E. Stevenson and Miriam S. Smith, the 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, this 27th day of September, 19 75

MORRIS LEVINE NOTARY PUBLIC DAVIDSON COUNTY

Notary Public.

Commission expires May 14, 1978

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 _____.

CONV 18,000.00
MORTG 5,500.00
OCT-6 IN
OCT-6 IN S TAX A* 46.80
OCT-6 IN S TAX A* 3.50
OCT-6 IN PRO FEE A* .50
OCT-6 IN DEED 5.00

Witness my hand and seal, at office in _____,

this _____ day of _____, 19_____.

_____, Notary Public.

Commission expires _____