THIS INSTRUMENT WAS PREPARED BY AVON N. WILLIAMS, JR., ATTORNEY AT LAW, 1414 PARKWAY TOWERS, NASHVILLE, TENNESSEE 37219. BOOK 4998 PAGE 110

Map 48
Parcel 120

FORM 1008

INSTALLMENT DEED — TENNESSEE TITLE COMPANY

FOR AND IN CONSIDERATION OF the sum of Forty-Two Thousand Five Hundred and No/100——————————($42,500.00)—————————— DOLLARS

of which $ none has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed their promissory note of even date herewith, payable to Community Federal Savings & Loan Association of Nashville in the principal sum of $42,500.00, with interest at the rate of nine (9) per centum per annum, on the unpaid balance, said principal and interest to be paid $356.66 on the 1st day of February, 1976, and a like sum on the same day of each month thereafter, to be applied first to interest on the unpaid balance, and the remainder to principal until said debt is paid in full. In addition to or in accordance with the agreement contained in said note the undersigned makers also agree to pay the holder of this note each month 1/12th of the estimated annual aggregate of all real estate taxes and premimums for hazard insurance, which they agree the holder shall hold to pay said taxes and insurance as same become due but payments may be commingled and invested by the holder with right to keep the earnings and may be applied on unpaid principal and interest upon any default or in case of surplus over taxes and insurance; the holder's right to declare default and foreclosure applies also to said tax and insurance payments, which are now estimated and payable at $52.35 per month and may be increased or decreased from time to time as required by the holder.

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,

Community Federal Savings & Loan Association of Nashville

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

John W. Smith, Jr. and wife, Fannie Smith,

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

Land in Davidson County, Tennessee, being Lot No. 209 on the Plan of Homeland Heights, Section 3, as of record in Book 3700, page 55, Register's Office for said County. Said Lot No. 209 fronts 123.0 feet on the westerly side of Homeland Drive and extends back 385.0 feet on the northerly line and 395.00 feet on the southerly line, to a line in the rear on which it measures 123.45 feet. Being the same property conveyed to Community Federal Savings & Loan Association of Nashville by deed from Alfred C. Galloway, Trustee, of record in Book 4963, page 151, Register's Office for Davidson County, Tennessee.

ADDRESS NEW OWNERS AS FOLLOWS:

John W. Smith, Jr., et ux
1809 Heiman St.
Nashville, Tennessee

SEND TAX BILL TO:

Community Federal Savings & Loan
2701 Jefferson St.
Nashville, Tennessee 37208

Mail

This is improved property known as: 6203 Homeland Drive.

FEB 19[illegible]	CONV	42,500.00		
FEB 19[illegible]	MORT'G	42,500.00		
FEB 19[illegible]	S'TAX		B* 110.50	
FEB 19[illegible]	S'TAX		B* 40.50	
FEB 19[illegible]	PR'FEE		B* .50	
FEB 19[illegible]	W'DEED		B* 4.00	* 155.50

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 grantees herein do hereby transfer and convey unto Alfred C. Galloway, 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 $ 42,500.00 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 make 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 31st day of December, 19 75

John W. Smith, Jr.

Fannie Smith

COMMUNITY FEDERAL SAVINGS & LOAN ASSOCIATION OF NASHVILLE
BY: Alfred C. Galloway, President

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $42,500.00.

Affiant

Subscribed and sworn to before me this the 31st day of December, 1975
My Commission expires: 8-30-78

Notary Public

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, A C Walker, a Notary Public in and for said County, and State, the within named John W. Smith, Jr. and wife, Fannie 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, Tn. this 31st day of December, 1975

Commission Expires 8-30-78

A C Walker
Notary Public

STATE OF TENNESSEE
DAVIDSON County

Before me, A C Walker, a Notary Public within and for the State and County aforesaid, personally appeared Alfred C. Galloway, with whom I am personally acquainted and who upon {his oath} acknowledged {himself} to be the President of the Community Federal Savings & Loan Association the within named bargainor, a corporation, and that {he} as such President being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said Alfred C. Galloway, as such President

WITNESS my hand and official seal at office at Nashville, Tennessee, on this the 31st day of December, 1975

My commission expires 8-30-78

A C Walker
Notary Public

INSTALLMENT DEED

FROM
COMMUNITY FEDERAL SAVINGS & LOAN ASSOCIATION OF NASHVILLE

TO
JOHN W. SMITH, ET UX

REGISTER'S OFFICE

STATE OF TENNESSEE
DAVIDSON COUNTY

Received for record this 6 day of FEB 19 76 at 12:37 P.M., and Noted in Book 6686 Page 686 Recorded in Book Page Recording Fee County Register By Dept. Reg.

IDENTIFICATION REFERENCE

FEE PAID
DAVIDSON COUNTY, TENN.

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Nashville, Tenn.
Zone Office
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of Richmond, Virginia