This instrument prepared by:
Chambers & Wiseman
19th Floor, Life & Casualty Tower
Nashville, Tennessee 37219

Installment Deed

BOOK 5167 PAGE 690

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Wilson B. Smith	Same	Map 107-13
(NAME):	(NAME):	
1204 Catina Drive		PAR 121
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, TN 37217		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Twenty Thousand Five Hundred and no/100 ($20,500.00) *Dollars,*

of which One Dollar ($1.00) and other good and valuable consideration has been paid by Wilson B. Smith and wife, Zelma Josephine Smith, ~~Dollars, has been paid in cash,~~

the receipt of which is hereby acknowledged, and for the remainder Twenty Thousand Five Hundred and no/100 ($20,500.00) *Dollars,*

the said Wilson B. Smith and wife, Zelma Josephine Smith, *ha* ve *executed* a joint promissory note, payable to the order of Charles D. Whorley in the principal amount of Twenty Thousand Five Hundred and no/100 ($20,500.00) Dollars, to be paid in three hundred (300) monthly installments of One Hundred Fifty Eight and 23/100 ($158.23) Dollars each, together with eight percent (8%) interest, beginning on the 1st day of August, 1977, and a like installment on the same day of each month thereafter until the 1st day of July, 2002. Said promissory note being of this same date

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, Charles D. Whorley and wife, Dorothy W. Whorley,

have this day bargained and sold, and do hereby transfer and convey unto the said Wilson B. Smith and wife, Zelma Josephine Smith

their *(successors), heirs and assigns,*

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

LAND in the 3rd Civil District of Davidson County, Tennessee, being Lot No. 281 on the Plan of the First Addition to Miro Meadows as of record in Book 1424, page 106, Register's Office for Davidson County, Tennessee.

SAID Lot No. 281 fronts 100 feet on the northerly side of Catina Drive and runs back 148.7 feet on the westerly line and 144.8 feet on the easterly line to a dead line, measuring 100 feet thereon.

BEING the same property conveyed to Charles D. Whorley and wife, Dorothy W. Whorley, by deed from Robert H. Frazer and wife, Mildred M. Frazer, of record in Book 3099, page 399, Register's Office for Davidson County, Tennessee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 20,500.00

Affiant

Subscribed and sworn to before me, this the 5th day of July, 1977

Notary Public

My commission expires: 2-5-80

(Affix Seal)

PRICE, JR. NOTARY PUBLIC STATE OF TENNESSEE

JUL-6	CONV	20,500.00				
JUL-6	MORT'G	20,500.00				
JUL-6	S'TAX		B*	53.30		
JUL-6	S'TAX		B*	18.50		
JUL-6	PR'FEE		B*	.50		
JUL-6	W'DEED		B*	8.00	*	80.30

This is (unimproved) (improved) property, known as 1204 Catina Drive, Nashville, Tennessee 37217
(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 Wilson B. Smith and wife, Zelma Josephine Smith and their *(successors), 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* our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Wilson B. Smith and wife, Zelma Josephine Smith and their *(successors), 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 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 Charles D. Whorley and wife, Dorothy W. Whorley *hereinafter referred to as trustors, hereby transfer and convey unto* George C. Paine, II *, 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 $ 20,500.00 *, 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.

BOOK 5167 PAGE 692

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 trust 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 5th *day of* July, *19* 77.

E 12874

IDENTIF. REFERENCE

JUL 6 1 02 PM '77

FELIX [illegible] REGISTER
DAVIDSON COUNTY, TENN.

Charles D. Whorley
CHARLES D. WHORLEY

Dorothy W. Whorley
DOROTHY W. WHORLEY

Wilson B. Smith
WILSON B. SMITH

Zelma Josephine Smith
ZELMA JOSEPHINE SMITH

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Susan M. Pearson, *a Notary Public in and for said County and State,* Charles D. Whorley and wife, Dorothy W. Whorley

the within named bargainors, 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 *this* 5th *day of* July, *19* 77

Susan M. Pearson

Commission expires 11/2/77

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, James W. Price, Jr *, a Notary Public in and for said County and State,* Wilson B. Smith and wife, Zelma Josephine Smith, *the within named 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* 5th *day of* July, *19* 77

Commission expires 2-5-80 James W Price *Notary Public*

JAMES W. PRICE, JR. NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

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* .....

.....*Notary Public*

Commission expires .....

INSTALLMENT DEED

FROM
CHARLES D. WHORLEY AND WIFE, DOROTHY W. WHORLEY

TO
WILSON B. SMITH AND WIFE, ZELMA JOSEPHINE SMITH

Compliments of
GUARANTY TITLE
Office of
CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE