BOOK 5213 PAGE 123

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS:
Jess S. Shearin (NAME)	Home Federal Savings & Loan Assn (NAME)	Map 148-1
5001 Bell Rd. - P-4 (STREET ADDRESS OR ROUTE NUMBER)	230 4th Ave., North (STREET ADDRESS)	Par 188
Hermitage, Tenn. 37076 (CITY) (P. O. ZONE) (STATE)	Nashville, Tenn. 37219 (CITY) (ZONE) (STATE)	5DU-6671

INSTALLMENT DEED

FOR AND IN CONSIDERATION OF the sum of THIRTY-SEVEN THOUSAND FOUR HUNDRED FIFTEEN AND 02/100---- ($37,415.02) DOLLARS

of which $ 3,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have assumed and agreed to pay the unpaid balance of an indebtedness of record in Book 5151, page 620, Register's Office for Davidson County, Tennessee in the amount of $25,415.02, and for the remaining $9,000.00, said grantee has this day executed his installment deed note, payable to the order of William H. Smithson and wife, Dorothy A. Smithson in 180 consecutive monthly installments of $93.99, including principal and interest, interest being at the rate of 9½% per annum on the unpaid principal sum. The first installment payment shall become due and payable on or before November 15, 1977, and continue thereafter as aforesaid until the entire amount, both principal and interest has been paid in full.

It is agreed and understood by both buyer and seller that the mortgage to William H. Smithson and wife, Dorothy A. Smithson cannot be assumed without prior approval by said grantors.

OCT 24 77	CONV	37,415.02			
OCT 24 77	MORT'G	-9,000.00			
OCT 24 77	S'TAX		B*	97.24	
OCT 24 77	S'TAX		B*	7.00	
OCT 24 77	PR'FEE		B*	.50	
OCT 24 77	W'DEED		B*	4.00	* 108.74

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.

William H. Smithson and wife, Dorothy A. Smithson

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

Jess S. Shearin

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

Land in Davidson County, Tennessee, being Lot No. 391 on the Plan of Hillbrook, Section 6, as of record in Book 4175, page 7, Register's Office for said County, to which plan reference is hereby made for a more complete description.

Being part of the same property conveyed to William H. Smithson and wife, Dorothy A. Smithson by deed from Smithson Construction Company, a partnership of record in Book 5151, page 577, said Register's Office, and part of the property to William H. Smithson and wife, Dorothy A. Smithson by deed from Robert C. Smithson and Ann S. Wallace, heirs at law of Carl W. Smithson and Valeria Smithson, wife of the deceased Carl W. Smithson of record in Book 5098, page 246, said Register's Office

This is improved (X) unimproved ( ) property known as 281-283 Comroe Dr. (House Number) (Street) Nashville, Tennessee 37211 (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 grantees herein do hereby transfer and convey unto Phillip Saindon, 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 $ 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 21st day of October 19 77

William H. Smithson

Jess S. Shearin

Dorothy A. Smithson

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 37,415.02

Affiant

Subscribed and sworn to before me, this the 21st day of October 19 77

My commission expires Dec. 3, 1978 (Affix Seal)

Notary Public

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned a Notary Public in and for said County and State, the within named William H. Smithson & wife, Dorothy A. Smithson and Jess S. Shearin 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, Tennessee this 21st day of October 77

Commission Expires Dec. 3 1978 Notary Public.

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
WILLIAM H. SMITHSON, ET UX

TO
JESS S. SHEARIN

THIS INSTRUMENT PREPARED BY:
DOBSON AND JOHNSON, INC.
311 PLUS PARK BOULEVARD
NASHVILLE, TENNESSEE 37217

E 32559

IDENTIF. REFERENCE

OCT 24 9 59 AM '77
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Published by
Tennessee Title
Office of
Pioneer National Title Insurance Company
Suite 2114 — Parkway Towers
404 James Robertson Parkway
NASHVILLE, TENNESSEE 37219
Phone 259-2290

FORM NO. 1005—HESSEY 4-1-73