This instrument prepared by: C. Beverly Briley, Attorney, 223 Madison Street, Madison, Tennessee 37115

Installment Deed

BOOK 5255 PAGE 745

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
TRUETT SMITH	Same	145-2-153
(NAME:)	(NAME:)	
823/530 Harding Place		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville Tenn. 37211		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of ----------Twelve Thousand Five Hundred and 00/100 ----------($12,500.00)---------- Dollars, of which ----------Five Thousand and 00/100----------($5,000.00)---------- Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder ----------Seven Thousand Five Hundred and 00/100----------($7,500.00)---------- Dollars,

TRUETT SMITH ha S executed a promissory note of even date herewith payable to Howard George and wife, Mary T. George, payable in annual installments of $1,000.00 each, plus interest at the rate of 8% per annum on the unpaid principal balance, for a total period of 7 annual installments, and the balance of $500.00, plus interest at the rate of 8% per annum on the unpaid principal balance, on the 8th and final annual installment,

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, HOWARD GEORGE AND WIFE, MARY T. GEORGE, hereinafter referred to as Grantors, have this day bargained and sold, and do hereby transfer and convey unto the said TRUETT SMITH, single, hereinafter referred to as Grantee, his (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

A parcel of land lying in the old 16th Civil District of Davidson County, Tennessee, presently the 34th Councilmanic District and the 1st Civil District of Metropolitan Nashville and Davidson County, Tennessee, and being Section 5, Tyne Crest Subdivision, Lot 18, as of record in Plat Book 5190, page 38, Register's Office for said County, and more particularly described as follows: Beginning at a concrete monument in the north right-of-way of Georgetown Court at the southeast corner of Lot 19, Tyne Crest Subdivision, Section Two, as of record in Book 3842, page 153, said Register's Office, said monument being further described as lying easterly 144.41 feet from the most easterly return monument at the northeast corner of the intersection of said Georgetown Court and Mountainview Drive; thence leaving the north margin of Georgetown Court with the east line of the aforesaid Lot 19, N 13° 44' 56" E 207.24 feet to a concrete monument, a common rear corner for Lot 19 and 20; thence with the rear line of said Lot 20, N 58° 15' 24" E 79.35 feet to a concrete monument; thence with the northerly line of the herein described Lot 18, S 52° 29' 15" E 174.85 feet to a point; thence with the east line of the herein described Lot 18, S 15° 34' 32" W 200.00 feet to the north margin of

(continued on attached page)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 12,500.00

Subscribed and sworn to before me, this the 15 day of February 1978

Truett Smith Jr.
Affiant

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

Vicki G. Santiago
Notary Public

This is improved ( ) unimproved ( ) 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 Grantee, his (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 ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Grantee, his (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 Truett Smith, single hereinafter referred to as trustors, hereby transfer and convey unto Thomas E. Stewart, 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 $ insurable, 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.

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 aforeasid, 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 Registers 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.

Witness our *hand* s *this* 30 *day of* January, 19 78, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Truett K Smith, Jr.　　Howard George

Mary T. George

STATE OF ~~TENNESSEE~~ Florida
COUNTY OF ~~DAVIDSON~~ Broward

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* HOWARD GEORGE AND WIFE, MARY T. GEORGE; and TRUETT 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 Lighthouse Point, Florida ~~Tennessee~~,

this 30 *day of* January, 19 78

PERSONALLY APPEARED BEFORE ME HOWARD GEORGE AND WIFE MARY T. GEORGE, ONLY.

[signature], *Notary Public*

Commission expires Notary Public, State of Florida at Large My Commission Expires Nov. 12, 1980 Bonded By American Fire & Casualty Company

NOTARY PUBLIC STATE AT LARGE FLO.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, *a Notary Public of the State and County aforesaid, personally appeared* Truett K. Smith, Jr.

with whom I am personally acquainted, XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

*th*XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

being authorized so to do, executed the foregoing instrument for the purpose therein contained, XXXXXXXXXXXXXX

*th*XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

Witness my hand and seal, at office in Madison, Tennessee

this 1st *day of* February, 19 78

11-4-78　　Vicki G. Santoya *Notary Public*

Commission expires

NOTARY PUBLIC DAVIDSON COUNTY TENN.

INSTALLMENT DEED

FROM

TO

E 5 1 7 3 2

IDENTIF. REFERENCE

FEB 23 8 55 AM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Compliments of
Commonwealth Title Agency
of Nashville, Inc.
Suite 112 Madison Bldg.
223 Madison St.
MADISON, TENNESSEE 37115

Georgetown Court; thence with the north margin of Georgetown Court N 74° 25' 28" W 200.00 feet to a concrete monument, the beginning of a curve to the left; thence continuing with the north margin of said Georgetown Court along said curve to the left, having a radius of 294.00 feet a delta of 1 degree 49 minutes 36 seconds, and a tangent of 4.69', a distance of 9.37 feet to the point of beginning, containing 49,757 square feet or 1.14 acres, more or less.

Being a part of the same property conveyed to Howard George from James E. Covington, Clerk and Master, by deed of record in Book 1944, page 92, Register's Office for Davidson County, Tennessee.

Mary T. George joins in this conveyance for the purpose of conveying any right, title or interest in and to said property which she may have, marital or otherwise.

FEB23 78	CONV	12,500.00			
FEB23 78	MORT'G	*7,500.00			
FEB23 78	S'TAX		B*	32.50	
FEB23 78	S'TAX		B*	5.50	
FEB23 78	PR'FEE		B*	.50	
FEB23 78	M'DEED		B*	6.00	* 44.50