Installment Deed

BOOK 5361 PAGE 996

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
James Walter Foster et ux	Same	Map 78
(NAME:)	(NAME:)	
2308 Belmont Blvd.		Parcel 56
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, TN. 37212		13D50105
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Five Thousand 00/100 ($5,000.00) *Dollars, of which* One Thousand Five Hundred and 00/100 ($1,500.00) *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* of Three Thousand Five Hundred ($3,500.00) *Dollars,* James Walter Foster and wife, Paula Hartford Foster, *ha* ve *executed*

their promissory note of even date in said amount, payable to James W. Smith and wife, Linda J. Smith on or before eighteen (18) months from even date together with interest on the then unpaid balance at an annual interest rate of 8½ per cent,

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, we, James W. Smith and wife, Linda J. Smith, *have this day bargained and sold, and do hereby transfer and convey unto the said* James Walter Foster and wife, Paula Hartford Foster, their *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Land in the 13th Civil District of said County and State, described according to a survey made by Hickerson and Smith, Engineers, December 13, 1965, as follows:

Beginning on the easterly margin of Old Hickory Boulevard at the northwest corner of the property conveyed to E.W. Hoover and wife of record in Book 3814, page 657, Register's Office for said County; thence with Hoover's northerly line south 87° 00' east 523 feet to an iron pin; thence north 15° 32' east 245 feet to an iron pin; thence north 85° 52' west 553 feet to an iron pin in the easterly margin of Old Hickory Boulevard; thence with said Boulevard southerly 248.5 feet to the beginning, containing 3.1 acres, more or less.

Being the same property conveyed to James W. Smith and wife, Linda J. Smith, by deed from Wilburn Earl Harrison and wife, Patricia Louise Harrison, of record in Book 5306, page 701, 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 $ 5,000.00

Affiant

Subscribed and sworn to before me, this the 8th day of November 1978

Notary Public

My commission expires: 10/17/78 - 10/17/82 (Affix Seal)

This is improved (XX) unimproved ( ) property, known as 0 Old Hickory Blvd. (House Number) (Street) Nashville, TN. 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 James Walter Foster and wife, Paula Hartford Foster, 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.* except as of record. We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* James Walter Foster and wife, Paula Hartford Foster, 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 James Walter Foster and wife, Paula Hartford Foster, *hereinafter referred to as trustors, hereby transfer and convey unto* Edward S. Kelly, Jr. *, 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 $ ....., 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 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 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 8th day of November, 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.

James W. Smith

James Walter Foster

Linda J. Smith

Paula Hartford Foster

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* James W. Smith, Linda J. Smith, James Walter Foster, and Paula Hartford Foster,

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* 8th *day of* November, 19 78

Jane E. Clay
Notary Public

Commission expires 10/17/78 - 10/17/82

NOTARY PUBLIC CLAY DAVIDSON COUNTY, 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 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 .....

NOV-9 78 CONV 5,000.00
NOV-9 78 MORT'G *3,500.00
NOV-9 78 S TAX B* 13.00
NOV-9 78 S TAX B* 1.50
NOV-9 78 PR'FEE B* .50
NOV-9 78 M'DEED B* 4.00 * 19.00

INSTALLMENT DEED

FROM

James W. Smith et ux,

Linda J. Smith

TO

James Walter Foster et ux,

Paula Hartford Foster

This instrument prepared by:

Edward S. Kelly, Jr.
Attorney at Law
6202 Charlotte Avenue
Nashville, Tennessee 37209

E 99326

IDENTIF. REFERENCE

Nov 9 11 18 AM

FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TENN.

Compliments of
Chicago Title Insurance Company
First Floor — First American Center
Phone 255-4631
NASHVILLE, TENNESSEE 37208

Void
5361
9981
9909

Void
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