Mail - Johnson [illegible]
Box 147
Goodlettsville, Tn 37072

BOOK 5477 PAGE 992

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD-4

FROM

Twyla B. Webb et vir, Douglas F. Webb

TO

James Willard Smith et ux, Jane S. Smith

For draftsman's use

This Instrument prepared by:
JOHNSON & EDWARDS
Attorneys-at-Law
600 Stahlman Building
Nashville, Tennessee 37201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
James Willard Smith et ux (NAME)	SAME (NAME)	part of Map 11
1218 Pierce Road (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	parcel 41
Madison, TN 37115 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

1445841

IDENTIF. REFERENCE

AUG 7 9 55 AM '79

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 38,500.00 James S. Smith
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 1st DAY OF Aug. 1979

Sarah Pinkstree
Notary Public

MY COMMISSION EXPIRES: 1/13/82

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of THIRTY-EIGHT THOUSAND FIVE HUNDRED AND NO/100-------
----------($38,500.00)---------- DOLLARS

of which $ 10,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees herein have executed their one joint promisory note of even date herewith payable to the order of Twyla B. Webb and husband, Douglas F. Webb, in the amount of $28,500.00 payable in monthly installments of $280.66 with interest at 8-1/2% for a period of 15 years.

*NOTE: The grantor hereby grants an easement for a period of thirty (30) years for a crossing across the creek for ingress and egress at a point approximately one hundred (100) feet beyond new property line. Further, prior balance may be paid off, provided it is paid on the first of any year within the time limit, fifteen (15) years, the balance or as much as 25% of principal may be paid off on the first payment date of any year. There is no penalty for prepayment.

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,

we, Twyla B. Webb and husband, Douglas F. Webb

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto James Willard Smith and wife, Jane S. Smith

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: BOOK5477 PAGE 993

Land in the 10th Civil District of Davidson County, Tennessee.
BEGINNING at an iron pin in the fence line on the west margin of Baker Road, same being the S.E. corner of this tract of land thence leaving the road and crossing Mansker Creek, S. 62 degrees west 72.0 feet to an iron pin in bank; thence N. 69 degrees west 99.5 feet to an iron pin; thence N. 21 degrees west 38 feet to an iron pin; thence up the hill S. 65 degrees 40' west 294.1 feet to an iron pin in a pasture approximately 75 feet south of a gate entrance in the fence line; thence angling up the side of the hill south 38 degrees W. 553 feet to an ironpin in the original south fence line thence, north 77 degrees 15' W. 12 feet to a large tree in fence line a corner in the original deed; thence S. 73 degrees west 1141.8 feet (GENERALLY WITH OLD FENCE LINE) to a fence post; thence N. 26 degrees west 396 feet (DOWN A STEEP HIL) to a fence post; thence N. 54 degrees 30' E. 630.9 feet to a set rock thence N. 70 degrees east 376.2 feet to a set rock; thence N. 44 degrees east 386.1 feet to a stake thence N. 61 degrees east 132 feet to a stake; thence N. 67 degrees east 161.7 feet to a dead tree in the fence line; thence east 188.1 feet to a point in Mansker Creek (AN IRON PIN SET ON SOUTH BANK OF CREEK BY SYCAMORE STUMP) thence S. 51 degrees east 480 feet (CROSSING THE CREEK TO NORTH BANK AND THENCE BACK INTO THE CENTER OF CREEK TWO IRON PINS SET ON LINE) to a point in the center of creek; thence N. 30 degrees E. 29.5 feet to an iron pin near an old walnut tree on the east side of Mansker Creek and in the west R.O.W. of Baker Road being 25 feet to a nail set as a referrence in the center of road; thence with the apparent R.O.W. of Baker Road

unimproved ( )
This is improved ( ) property, known as ---------- (House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

and old fence line S. 33 degrees E. 56 feet to an iron pin in fence line; thence continuing with west way of road S. 33 degrees E. 100 feet to an iron pin the point of beginning containing 25.35, more or less, acres.

BEING a part of the same property conveyed to Twyla B. Webb by deed from Barbee B. Adamson and wife, Ethel May Adamson, of record in Book 2040, page 389.

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 grantors herein do hereby transfer and convey unto E. L. Edwards, Jr., 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 $ actual value 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 1st day of ~~May~~ Aug. 19 79.

Twyla B. Webb
TWYLA B. WEBB

James Willard Smith
JAMES WILLARD SMITH

Douglas P. Webb
DOUGLAS P. WEBB

Jane S. Smith
JANE S. SMITH

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 Twyla B. Webb, Douglas P. Webb, James Willard Smith, and Jane S. Smith, the 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 Goodlettsville, Tennessee, this 1st day of Aug., 19 79.

Sarah Cantrell, Notary Public.

Commission expires 1/18/82

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.

OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON CO'NTY
NASHVILLE, TENNESSEE

BOOK 5477 ME 995

RECEIVED OF _____

FOR _____

CO - CONVEYANCE.	CC - CERTIFIED COPY	MS - MISCELLANEOUS
MO - MORTGAGE	MR - RELEASE	ST - STATE TAX CONVEY.
WD - WARRANTY DEED	UC - UNIFORM COMMERCIAL CODE	ST - STATE TAX MORT.
TD - TRUST & DEED		PF - PROBATE FEES

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			18500.00-	CO
			6500.00-	MO
			100.10	CO TX
			26.50	MO TX
			.50	PRFEE
			9.00	WDEED
			CHECK	136.10-
21012007/79			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECKS PAID BY BANK

F. 4.458 I.

IDENTIF. REFERENCE

AUG 7 9 55 AM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 702667