THIS INSTRUMENT PREPARED BY B. R. KENNEDY, JR., 120-Union Street, Nashville, Tenn.

INSTALLMENT DEED

For and in Consideration of the sum of Seven Thousand Five Hundred and No/100 - ($7,500.00) - - - - - - - - - - - - - - - - Dollars,

of which Three Hundred Ninety Five and No/100 - - - - ($395.00) - - - - - - - Dollars,

has been paid in cash by Kenneth Eugene Smith, an unmarried man,

the receipt of which is hereby acknowledged, and for the remainder Seven Thousand One Hundred Five and No/100 - - - - - - - - - - - - - ($7,105.00) - - - - - - - - - - - - - - - Dollars,

the said Kenneth Eugene Smith, an unmarried man, has

EXECUTED HIS ONE PROMISSORY NOTE OF EVEN DATE HEREWITH payable to the order of Robert O. Mallernee, Jr. in monthly installments, namely: on the 1st day of November, 1979 the sum of $90.00, and thereafter a like amount on or before the 1st day of each succeeding month, to be applied first to payment of interest at the rate of 10% per annum on the principal sum, or so much as shall from time to time remain unpaid, and the balanceto be applied to payment of the principal sum until the entire amount, both principal and interest, has been paid in full.

all of said notes bearing six per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, WE, ROBERT O. MALLERNEE, JR. AND WIFE, SUJETTE B. MALLERNEE,

have this day bargained and sold, and do hereby transfer and convey unto the said KENNETH EUGENE SMITH, AN UNMARRIED MAN, HIS heirs and assigns,

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

Being Lot No. 233 and the north 11 feet of Lot No. 232 on the Plan of Oakwood Park, as of record in Book 421, page 12, Register's Office for said County.
Said Lot and part of said lot adjoin and front together 42 feet on the east side of North 7th Street, and runs back between parallel lines 165 feet to an alley.
Being the same property conveyed to Robert O. Mallernee, Jr. by deed from James M. Jenkins et al, of record in Book 5018, page 605, said Register's Office.

This is unimproved ( ) / improved (X) property, know as 1115½-North 7th Street, Nashville, Tennessee
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

8482

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said KENNETH EUGENE SMITH, AN UNMARRIED MAN, HIS 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 1979 taxes which have been prorated and are assumed by the grantees herein. We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said KENNETH EUGENE SMITH, AN UNMARRIED MAN, HIS 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 ME in hand paid, I, the said KENNETH EUGENE SMITH, AN UNMARRIED MAN,

do hereby transfer and convey unto M. L. RANDALL, TRUSTEE, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

I, the said KENNETH EUGENE SMITH, AN UNMARRIED MAN,

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 $ 7,105.00 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 interst may appear.

I 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 I 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 I, the said KENNETH EUGENE SMITH, AN UNMARRIED MAN, 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 I 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; I 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 trust conveyance. I 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. I 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 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 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 KENNETH EUGENE SMITH, AN UNMARRIED MAN, HIS 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 M. L. RANDALL, Trustee, shall be vested in said successor.

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 ROBERT O. MALLERNEE, JR. & WIFE, SUJETTE B. MALLERNEE and KENNETH EUGENE SMITH, AN UNMARRIED MAN, hereunto set our hands at NASHVILLE, Tennessee, this the 10th day of October 19 79

Robert O. Mallernee Jr.

Sujette B. Mallernee

Kenneth Eugene Smith

STATE OF TENNESSEE
Davidson County

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named ROBERT O. MALLERNEE, JR. AND WIFE, SUJETTE B. MALLERNEE AND KENNETH EUGENE SMITH, AN UNMARRIED MAN,

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 10th day of OCTOBER, 19 79

M. L. Randall, Notary Public.

Commission Expires 4/21/80

NOTARY PUBLIC DAVIDSON

STATE OF _____
_____ **County.**

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the bargainor, with whom I am personally acquainted, and who acknowledged that _____ executed the within instrument for the purposes therein contained.

Witness my hand and official seal at _____ this _____ day of _____, 19____

_____, Notary Public.

Commission Expires _____

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 5513 PAGE 961

Before me, ... , a Notary Public of the State and County aforesaid, personally appeared ..... , with whom I 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 .....

(over for additional acknowledgements)

INSTALLMENT DEED

FROM

ROBERT O. MALLERNEE, JR. & WIFE

TO

SUZETTE B. MALLERNEE

KENNETH EUGENE SMITH, AN UNMARRIED MAN

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

F. 57566

IDENTIF. REFERENCE

OCT 15 10 21 AM '79

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

TOLLEY CO. NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
KENNETH EUGENE SMITH (NAME)	SAME (NAME)	Field Tool No. 20 30300
1115 North 7th Street (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcel 82-4-45
Nashville, Tennessee (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

Please Mail To:
Robert Mallernee
135-Lincoln, Court
Nashville, Tenn 37205

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 7,500.00 Robert O. Mallernee, Jr.
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 10th DAY OF October, 19 79

M. C. Rowlett
Notary Public

MY COMMISSION EXPIRES: 4/27/80

(AFFIX SEAL)

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

BOOK 5513 PAGE 962

RECEIVED OF _____

FOR _____

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			750[illegible].00- [illegible]	
			7105.00- [illegible]	
			19.50 CO TX	
			5.10 MO TX	
			.50 PRFEE	
			12.00 MORTG	
			CHECK	37.10-
8482A	10/15/79	BAL		.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F. 5. 7. 5. 6 6

IDENTIF. REFERENCE T

OCT 15 10 21 AM '79

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TENN.

No. 718586