This Deed Prepared By:
Leon Ruben, Attorney
325 Plus Park Blvd.
Nashville, TN 37217

BOOK 5514 PAGE 502

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

FROM

AUDREY S. FELTS, (NOW SMITH), ET VIR

TO

LEON RUBEN, TRUSTEE

For draftsman's use

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Leon Ruben, Trustee (NAME)	SAME (NAME)	26-1
396 Murfreesboro Rd. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	19
Nashville, TN 37210 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

F 5 7 7 9 0

IDENTIF. REFERENCE T

OCT 16 9 18 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

$ 85,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 16 DAY OF October 19 79.

Notary Public

MY COMMISSION EXPIRES: 11/7/82

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of ----------$85,000.00----------

Eighty Five Thousand and no/100---------- DOLLARS

of which $24,650.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees hereby agrees and assumes the unpaid balance of a Vendors Lien, of record in Book 4638, Page 533, Register's Office for Davidson County, Tennessee, in the original amount of $44,400.00 payable to the order of Jesse J. Jones and wife, Bessie H. Jones, as therein specified, and further the said grantee agrees to make a payment of $8,350.00 on January 10, 1980, ~~plus interest on the amount of 10% from the date of this deed to the date of payment~~, and further the said grantee has executed a joint promissory note in the amount of $29,264.73, payable to the order of Audrey S. Felts, (Now Smith, said Note is payable in monthly installments of $500.00 for a total of sixty monthly payments. Payments include principal and interest at the rate of 10%. First payment beginning February 10, 1980, and each 10th of the month thereafter. Remaining balanc of $9,930.97 is due 30 days from the date of last payment.

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, Audrey S. Felts (Now Smith) and husband, Marvin M. Smith

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

Leon Ruben, Trustee

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

Land in Davidson County, Tennessee, being Lot No. 31, a portion of a 2 foot reserved strip, a portion of Lot 32 and a portion of an unnumbered tract to the south of Lot 32 on the Plan of Roscoe Place, Second Addition, Block "F", of record in Book 843, Page 73, Register's Office, described according to a survey of Wayne S. Cooper, dated June 5, 1972, as follows.

Beginning at a point in the easterly margin of Dickerson Road, said point being 100 feet from the southeast corner of the intersection of Dickerson Road and East Avenue; thence S. 3° 51' E. with the margin of Dickerson Road, 140 feet to a point; thence leaving the margin of said road, S. 85° 34' E. 200 feet to a point; thence N. 3° 15' W. 140 feet to a point; thence N. 85° 34' W. 200 feet to the point of beginning.

Being the same property conveyed to Audrey S. Felts by deed from Horace C. Pratt of record in Book 5072, page 666, Register's Office for Davidson County, Tennessee, and re-recorded in Book 5139, page 956, Register's Office for Davidson County, Tennessee.

NOTE: Grantors herein grant and license unto Grantee an easement temporary in nature, 5 feet in width extending from East Avenue, S. 3° 51' E. 105 feet along the westerly lot line of Lot 27 for sanitary sewers.

This is ( ) unimproved (X) improved property, known as 212 South Main Street, Goodlettsville, Tenn.
(House Number) (Street) 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 O. O. Manners 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 $ Insurable 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 12th day of October 19 79

Audrey S Felts Smith
AUDREY S. FELTS (NOW SMITH)

Leon Ruben Trustee
LEON RUBEN, TRUSTEE

Marvin M Smith
MARVIN M. 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 Audrey S. Felts Now Smith, Leon Ruben, Trustee, 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 15th day of October, 19 79

Wanda Carter
Notary Public.

Commission expires 4-17-83

STATE OF TENNESSEE
COUNTY OF ROBERTSON

Personally appeared before me the undersigned, a Notary Public in and for said County and State, the within named Marvin M. Smith, the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Springfield, Tennessee, this 12th day of October, 1979.

Notary Public

NOTARY PUBLIC

Commission Expires:

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF BOOK 5514 PAGE 504

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

85000.00- CO
3761 4.73- MO
221.00 CO TX
35.60 MO TX
.50 PRFEE
6.00 WDEED
CHECK 263.10-
8761A10/16/79 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F. 5 7.7.90

IDENTIF. REFERENCE

OCT 16 9 18 AM '79

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

No. 718853