INSTALLMENT DEED

For and in Consideration of the sum of Eighteen Thousand and NO/100 ($18,000.00) ---------- Dollars, of which None Dollars, has been paid in cash by Richard L. Smathers and wife, C. Elizabeth Smathers, the receipt of which is hereby acknowledged, and for the remainder and for said sum of Eighteen Thousand and NO/100 ($18,000.00) ---------- Dollars, the said Richard L. Smathers and wife, C. Elizabeth Smathers have executed their promissory note of even date, payable to the order of John E. Miller, Jr. in 144 consecutive monthly installments of $204.85, beginning November 1, 1980, including principal and interest at the rate of nine per cent (9%) per annum on the unpaid principal sum, and providing that upon any conveyance of the property securing said note, the balance of principal and accrued interest shall become at once due and payable without notice,

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, John E. Miller, Jr. and wife, Harriet V. Miller (but Harriet V. Miller executes this deed only to convey any homestead and marital rights in said property) have this day bargained and sold, and do hereby transfer and convey unto the said Richard L. Smathers and wife, C. Elizabeth Smathers, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 35 of block "A" on the Plan of Woodbine Courts, as of record in Book 1130, page 39, Register's Office for said County.

Said Lot No. 35 fronts 80 feet on te easterly side of Simmons Avenue and runs back between parallel lines 150 feet to a dead line.

Being the same property conveyed to Robert C. Forsythe and wife, Hettie Ramsey Forsythe, by deed of record in Book 1876, page 367, Register's Office for said County, the said Robert C. Forsythe having died on August 19, 1959, the said Hettie Ramsey Forsythe having thereafter intermarried with Audie J. Alcorn and conveyed said property to herself as Hettie Ramsey Alcorn by deed of record in Book 3431, page 355, said Register's Office, and the said Hettie Ramsey Alcorn having devised said property to Audie J. Alcorn for his life, then to the said John E. Miller, Jr. by her Will, of record in Will Book 96, page 112, County Court for said County, the said Audie J. Alcorn having since died.

Said property is subject to easements of record in Book 1130, page 39, Book 4166, page 33, and restrictions of record in Book 1163, page 441, said Register's Office.

This is unimproved ( ) improved (X) property, known as 3002 Simmons Avenue, Nashville, Tennessee
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said RICHARD L. SMATHERS and wife, C. ELIZABETH SMATHERS 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 RICHARD L. SMATHERS and wife, C. ELIZABETH SMATHERS, 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 RICHARD L. SMATHERS and wife, C. ELIZABETH SMATHERS do hereby transfer and convey unto LEROY J. ELLIS, III, 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 RICHARD L. SMATHERS and wife, C. ELIZABETH SMATHERS 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 $ 18,000.00 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.

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 RICHARD L. SMATHERS and wife, C. ELIZABETH SMATHERS 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 trust 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 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 said Trustors, their 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 LEROY J. ELLIS, III, 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 JOHN E. MILLER, JR. and wife, HARRIET V. MILLER and RICHARD L. SMATHERS and wife, C. ELIZABETH SMATHERS hereunto set our hands at Nashville, Tennessee, this the 4th day of October 19 80

John E. Miller, Jr.

Harriet V. Miller

Richard L. Smathers

C. Elizabeth Smathers

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Amy M. Caks, a Notary Public in and for said County and State, the within named John E. Miller, Jr. and wife, Harriet V. Miller and Richard L. Smathers and wife, C. Elizabeth Smathers

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 4th day of October, 19 80

Amy M. Caks, Notary Public.

Commission Expires 1-15-83

NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY

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 5660 PAGE 855

Before me, Amy M. Cates, a Notary Public of the State and County aforesaid, personally appeared John E. Miller, Jr. Harriet V. Miller, Richard L. Smathers and C. Elizabeth Smathers with whom I personally acquainted, and who, upon oath, acknowledged themselves 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 1-15-83.

(over for additional acknowledgements)

G.I.I.2.5.8

IDENTIF. REFERENCE

Oct 6 3 06 PM '80

FELIX E. TODD, Clerk and Master
DAVIDSON COUNTY, TENN.

RUSH

INSTALLMENT DEED

FROM
JOHN E. MILLER, ET UX

TO
RICHARD L. SMATHERS, ET UX

Attorneys Title Company
Tides Guaranteed
NASHVILLE, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
RICHARD L. SMATHERS, et ux	OWNERS	119-14
(NAME) 3002 Simmons Avenue	(NAME)	111
(STREET ADDRESS OR ROUTE NUMBER) Nashville, TN. 37211	(STREET ADDRESS)	06DA 32774
(CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY
LEROY J. ELLIS, III
Attorney at Law
The Chancery Building
421 Charlotte Avenue
Nashville, Tennessee 37219

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 18,000.00 Richard L. Smathers
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 4th DAY OF October, 1980

Amy M. Cates
Notary Public

MY COMMISSION EXPIRES: 1-15-83

(AFFIX SEAL)

10/80 75.35 OFFICE

6.57

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 5660 PAGE 856

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
			18000.00- CO	
			18000.00- MO	
			46.80 CO TX	
			16.00 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK	75.30-
6657A			10/06/80 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G.I.-2-5-8

T
IDENTIF. REFERENCE

OCT 6 3 06 PM '80

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 784370