EARL THOMPSON, ATTORNEY
2nd Floor, Ambrose Building
162 Fourth Avenue, North
Nashville, Tennessee 37219

Installment Deed

BOOK 5704 PAGE 165

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Fred B. Smith and wife,	Same	41-12
Judy A. Smith	(NAME:) Same	Pcl 129
103 Linden Drive (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS) Same	$ 16.2 Is
Hendersonville, Tenn. 37075 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Forty-Seven Thousand Five Hundred and No/100 ($47,500.00) *Dollars,*

of which Five Thousand and No/100 ($5,000.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Forty-Two Thousand Five Hundred and No/100 ($42,500.00) *Dollars,*

Fred B. Smith and wife, Judy A. Smith

have executed

their Promissory Note of even date herewith payable to the order of Ewell Anderson, hereinafter called "Grantor", due and payable in thirty-six (36) monthly payments as follows: thirty-five (35) payments at the rate of Eleven Hundred and No/100 ($1,100.00) Dollars each, together with interest at the rate of ten (10%) per annum, and the thirty-sixth (36th) or final payment being in the amount of Twelve Thousand Three Hundred Thirty-Four and 53/100 ($12,334.53) Dollars, the first payment being due on or before March 1, 1981 and a like payment on the 1st day of each successive month thereafter until the note is paid in full. As above-referred each payment includes interest at the rate of 10% per annum.

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, I, Ewell Anderson, Grantor

have this day bargained and sold, and do hereby transfer and convey unto the said Fred B. Smith and wife, Judy A. Smith, their

(~~XXXXXX~~), *heirs and assigns,*

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

Tract I:

Land in the 12th Civil District of Davidson County, Tennessee, being Lot No. 4 of the replatting of Tract No. 7, marked reserved for Commercial, of record in Book 2133, Page 125, Register's Office for said County, being designated as Job No. 139-64, dated April 30, 1964, made by Hickerson-Hickerson, Engineers, unrecorded, as follows:

BEGINNING at a point 225.0 feet east along the northerly margin of Darbytown Drive, from the common corner in the northerly margin of Darbytown Drive of Lot No. 12 and Lot Commercial No. 7; thence along the northerly margin of Darbytown Drive, in an easterly direction a distance of 121.9 feet to a point; thence still along the northerly margin of Darbytown Drive, south 78° 16' east a distance of 65.3 feet to a point; thence in an arc in a northerly direction a distance of 39.0 feet to a point in the westerly margin of Dickerson Road; thence along the westerly margin of Dickerson Road in a northerly direction, a distance of 75 feet to a point; thence north 83° 00' west a distance of 222.5 feet to a point; thence south 4° 36' west a distance of 90 feet to the point of beginning.

"CONTINUED"

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 47,500.00

Subscribed and sworn to before me, this the 27th day of January 19 81

Affiant

My commission expires: (Affix Seal)

Notary Public

01/27 173.80 CHECK

6766

Being the same property conveyed to Ewell Anderson, by deed from Henry L. Stowers and wife, Ann E. Stowers, of record in Book 4372, Page 846, said Register's Office.

Tract II: BOOK 5704 PAGE 166

Land in Davidson County, Tennessee, being Lot No. 3 of the replatting of a tract marked "Reserved for Commercial No. 7", as shown on the Plan of Bellshire Estates, Section 1, of record in Book 2133, Page 125, Register's Office for said County, described according to a survey of Hickerson & Hickerson, Engineers, Job No. 139-64, dated April 30, 1964, as follows:

BEGINNING at a point in the westerly margin of Dickerson Pike, the same being the common corner of Lots Nos. 3 and 4 on said survey; thence north 83° 00' west with the common line between Lots Nos. 3 and 4, 222.5 feet to a point; thence north 4° 36' east 100 feet to a point; thence south 83° 25' east 234.4 feet to a point in the westerly margin of Dickerson Pike; thence southwardly with the westerly margin of Dickerson Pike 100 feet to the point of beginning.

Being the same property conveyed to Ewell Anderson, by deed from Lena B. Jones, a widow, of record in Book 4372, Page 848, said Register's Office.

This is improved ( ) unimproved (X) property, known as ..... (House Number) ..... (Street) ..... 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 Fred B. Smith and wife, Judy A. Smith, Grantees, their ~~successors~~, *heirs and assigns forever.* I *covenant that* I am *lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.*

I *further covenant and bind* myself, my heirs and assigns, ~~successors and representatives,~~ *to warrant and forever defend the title to said real estate to said* Grantees, Fred B. Smith and wife, Judy A. Smith, 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 Grantees, Fred B. Smith and wife, Judy A. Smith *hereinafter referred to as trustors, hereby transfer and convey unto* Earl Thompson, *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 10% percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

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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 Register's 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.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 26 *day of* January, *19* 81.

G.2.6.8.9.0

IDENTIF. REFERENCE

JAN 27 10 58 AM '81

FELIX Z. WILSON CT REGISTER
DAVIDSON COUNTY, TENN.

REGISTER

Ewell Anderson

Ewell Anderson, an unmarried person

Fred B. Smith

Fred B. Smith

Judy A. Smith

Judy A. Smith

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, J. M. Draper, *a Notary Public in and for said County and State,* Ewell Anderson, Fred B. Smith and Judy A. Smith

the within named 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 Madison, *Tennessee, this* 26 *day of* January, *19* 81.

J. M. DRAPER NOTARY PUBLIC DAVIDSON CO. TENN.

Notary Public

Commission expires January 15, 1983.

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 5704 PAGE 168

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
			47500.00- CO	
			42500.00- MO	
			123.50 CO TX	
			40.50 MO TX	
			.50 PRFEE	
			9.00 WDEED	
			CHECK	173.50-
6766A01/27/81			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 2 6 8 9 0

IDENTIF. REFERENCE

JAN 27 10 58 AM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 803779