Installment Deed

THIS INSTRUMENT PREPARED BY:
Samuel B. Schlanger, Attorney
1906 South Street
Nashville, TN 37212

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Paul Heerman Smith, Jr.	Fidelity Federal Savings & Loan	Map: 103-6
(NAME)	(NAME)	
5629 Knob Road		Parcel: 167
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	BOOK 5748 PAGE 441
Nashville, TN 37205		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Sixty-Nine Thousand and No/100 ($69,000.00) *Dollars,*

of which Fifteen Thousand and No/100 ($15,000.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder of Fifty-Four Thousand ($54,000.00) Dollars the Grantees herein have assumed an outstanding indebtedness in the amount of approximately $34,200.00 at Fidelity Federal Savings & Loan Association, Book 5130, page 139, Register's Office of Davidson County, Tennessee, and for the remaining balance of $19,800.00 have executed their two (2) promissory notes of even date herewith the first note being in the principal amount of $3,000.00 payable $500.00 per month for six (6) months beginning June 1, 1981, and the second note being in the principal sum of $16,800.00 payable in monthly installments of $172.81 beginning June 1, 1981, and continuing for a period of 58 months thereafter with the balance of said second note due on May 1, 1986. The first note does not bear interest and the second note bears interest at the rate of 12% 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, Julie A. Stevens, Melody J. Stevens, and Christie L. Stevens, all single

have this day bargained and sold, and do hereby transfer and convey unto the said Paul Heerman Smith, Jr. and wife, Marie Smith, their *(successors), heirs and assigns,*

certain real estate in Davidson *County, Tennessee, as follows.*

Land in Davidson County, Tennessee, being Lot No. 62 on the Plan of Brookside Courts Addition No. 2, of record in Book 1835, page 47, Register's Office for said County.

Said Lot No. 62 fronts 75 feet on the southerly side of Knob Road and extends back between parallel lines having a length of 300 feet to a dead line on the rear which measure 75 feet thereon.

Being the same property conveyed to Julie A. Stevens, Melody J. Stevens and Christie L. Stevens by deed from Louis Gino Marchetti, Jr. and wife, Jeanne B. Marchetti, of record in Book 5536, page 55, Register's Office for Davidson County, Tennessee.

An easement for drive purposes of record in Book 5130, page 135, said Register's Office.

The plan of record in Book 1835, page 47, said Register's Office, shows as Owners Certificate, a 30-foot minimum building setback line from Knob Road and a 10-foot easement for public utility purposes across the rear portion of said lot.

STATE OF TENNESSEE
COUNTY OF Davidson

The actual consideration or value whichever is greater, for this transfer is $ 69,000.00

Affiant

Subscribed and sworn to before me, this the 20th day of May, 1981

Notary Public

My commission expires: (Affix Seal)

STATE OF TENNESSEE
unimproved
This is improved ☒ property, known as 5629 Knob Road, Nashville, Tennessee 37205
(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 Paul Heerman Smith, Jr. and wife, Marie Smith, their *(successors), 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 unincumbered.* We *further covenant and bind* ourselves, and our *heirs and representatives, to warrant and forever defend the title to said real estate to* Paul Heerman Smith, Jr. and wife, Marie Smith, their *successors, heirs and assigns, against the lawful claims of all persons.*

And we Paul Heerman Smith, Jr. and wife, Marie Smith *release and waive all rights under and by virtue of the homestead and exemption laws of this State as to said property.*

Samuel B. Schlanger

ins. val.

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 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

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 just 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.

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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 Registers Office for 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.

Witness our hand s this 22nd day of May, 1981, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

Julie A. Stevens

Melody J. Stevens

Christie L. Stevens

Marie Smith

THIS INSTRUMENT WAS PREPARED BY:

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Julie A. Stevens, Melody J. Stevens, and Christie L. Stevens, all single, and Paul Heerman Smith, Jr. and wife, Marie 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 Nashville, Tennessee, this 22nd day of May, 19 81

Notary Public

Commission expires 12-15-83

TRULY L. HOLLOWAY • DESSEM
NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
STATE OF TENNESSEE

STATE OF TENNESSEE
COUNTY OF

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

Commission expires _____

FILED
MAY 22 2 49 PM 1981
FELIX WILSON JR REGISTER
DAVIDSON COUNTY, TENN.

IDENTIFICATION REFERENCE

34306

INSTALLMENT DEED

FROM

JULIE A. STEVENS, MELODY J. STEVENS, and CHRISTIE L. STEVENS,

TO

PAUL HEERMAN SMITH, JR. and wife, MARIE SMITH

TITLE INSURED BY POLICY NUMBER

Title Associates, Inc.
Agent for Lawyers Title Insurance Corporation

Compliments of

Title Associates, Inc.

REPRESENTING

LAWYERS TITLE INSURANCE
Company of New York

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

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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
			650 .50- CO	
			1950 1.00- MO	
			175.40 CO TX	
			17.80 MO TX	
			.50 PRFEE	
			6.00 MISC	
			CHECK	803.70-
			7252AB5/22/81 REC	.30

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

5430116

IDENTIF. REFERENCE

MAY 22 2 49 PM '81

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

No. 823461