This instrument prepared by:
Joseph B. Pitt, Jr., Attorney
First American Center
Nashville, Tennessee 37238

6024

Installment Deed

BOOK 5906 PAGE 213

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Danny Lee Smith and wife, Judith Draper		104-13-13
(NAME) 216 Cantrell Avenue	(NAME) SAME	
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tennessee 37205	(STREET ADDRESS)	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

CHECK

FOR AND IN CONSIDERATION of the sum of Seventy Seven Thousand Nine Hundred and no/100------ ----------($77,900.00)---------- *Dollars,*

of which Twenty Two Thousand Five Hundred and no/100---------- ----------($22,500.00)---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Fifty Five Thousand Four Hundred and no/100-- ----------($55,400.00)---------- *Dollars,*

Danny Lee Smith and wife, Judith Draper *have executed*
their promissory note of even date herewith for the principal amount of $55,400.00, payable to the order of Robert K. Payne and wife, Virginia H. Payne in 60 monthly installments, 59 of which are in the amount of $591.26, which includes both principal and interest at the rate of 12.5% per annum, and one the final and 60th installment in the amount of the unpaid principal balance plus interest at the rate of 12.5% per annum, the first of said installments falling due on August 1, 1982 and the others on the same day of each successive month thereafter; and providing that said note may not be assumed by any subsequent purchaser of the property described herein without the written consent of the note holder; and further *

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, we, Robert K. Payne and wife, Virginia H. Payne

have this day bargained and sold, and do hereby transfer and convey unto the said Danny Lee Smith and wife, Judith Draper *the Grantees herein, their (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Land in Davidson County, Tennessee, being Lot No. 48 and the southerly 5 feet of Lot No. 47 in the Bransford Realty Company's Subdivision of Lots Nos. 6, 7, 9 to 19 inclusive and part of Lot No. 8 in Block "F" in Whitland Realty Company's Subdivision, as of record in Book 547, page 53, Register's Office for said County.

Said Lot No. 48 and part of Lot 47 adjoin and front together 70 feet on the east side of Wilson Avenue, now Cantrell Avenue, and run back between parallel lines, 200 feet to a dead line.

Being the same property conveyed to Robert K. Payne and wife, Virginia H. Payne by deed from Ingram Bloch and wife, Mary H. Bloch, of record in Book 3277, page 64, Register's Office for said County.

* providing that buyer may prepay all or part of said note with a 2% penalty of the mortgage balance.

G. 9 & 2 47
IDENTIF. REFERENCE
JUL 2 | 15 PM '82
FELIX E. WILSON REGISTER
DAVIDSON COUNTY, TN

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $ 77,900.00

Subscribed and sworn to before me, this the 29th day of June 19 82

Affiant

My commission expires: 10-20-85
(Affix Seal)

Notary Public

unimproved ( )
This is improved (X) property, known as 216 Cantrell Avenue, 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 Grantees 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 unencumbered. , except for 1982 taxes which are prorated and assumed by the purchasers.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Grantees, 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 hereinafter referred to as trustors, hereby transfer and convey unto Joseph B. Pitt, Jr., *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 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 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 Registers Office for Davidson County, Tennessee, and the title herein conveyed to the above named 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.

Witness our hands this 21st *day of* June, *19* 82 *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Robert K. Payne

Danny Lee Smith

Virginia H. Payne

Judith Draper

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Doris E. Moran, *a Notary Public in and for said County and State,* Danny Lee Smith and wife, Judith Draper

*the within named 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* 29th *day of* June, *19* 82

Doris E. Moran
Notary Public

10/20/85

Commission expires

STATE OF VIRGINIA
COUNTY OF Arlington

Personally appeared before me, Patricia J. Drach, a Notary Public in and for said County and State, Robert K. Payne and wife, Virginia H. Payne

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 First Virginia Bank, Arlington, VA this 21st day of June, 1982.

Patricia J. Drach
Notary Public

10/4/85

Commission expires

RETURN TO
CHICAGO TITLE INS. CO.
1ST AMERICAN CENTER
NASHVILLE, TENN. 37238

INSTALLMENT D

FROM
Robert K. Payne and wife,
Virginia H. Payne

TO
Danny Lee Smith and wife,
Judith Draper

Compliments of
Chicago Title Insurance Comp
First Floor — First American Cen

Phone 255-4631
NASHVILLE, TENNESSEE 3723

Chicago Title Insurance Company
2000 Richard Jones Road
Nashville, Tenn. 37215
Phone 298-2627

OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____ BOOK 5906 PAGE 215

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
			77900.00- CO	
			55400.00- MO	
			202.54 CO TX	
			63.40 MO TX	
			.50 PRFEE	
			6.00 WDEED	
			CHECK 262.44-	
6024A07/02/82			BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G. 9. & 2 4 7.

IDENTIFICATION REFERENCE.

JUL 2 1 15 PM '82

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 889639