OFFICIAL RECEIPT

11/24 09.50- CHECK

BOOK 5968 PAGE 663

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD - 4

FROM

FRANK SMITH AND WIFE,
BEULAH SMITH

TO

BILLY POTTER AND WIFE,
JOYCE P. POTTER

For draftsman's use

Prepared By: Mail to

Tom G. Coleman, Jr.
Attorney at Law
9000 East Church St.
Brentwood, TN 37027

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
BILLY POTTER, ETUX (NAME)	New Owner (NAME)	Map 106-5, Parcel 36 6DA-03700
211 Williamsburg Cr. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Map 106-5, Parcel 37 6DA-03695
Brentwood, Tenn. 37027 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

H 18690

IDENTIF. REFERENCE

Nov 24 8 41 AM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

STATE OF TENNESSEE
COUNTY OF ~~DAVIDSON~~ Williamson

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

$25,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 23rd DAY OF November, 19 82.

Notary Public

MY COMMISSION EXPIRES: 7/21/84

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of TWENTY-FIVE THOUSAND AND NO/100 ($25,000.00) DOLLARS

of which $ 5,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have this day executed their one promissory note of even date herewith in the original principal sum of $20,000.00 payable to the order of Grantors and executed by the Grantees and given as part of the purchase money on the herein described property. Said note is payable on or before one year after date, plus interest, interest being at the rate of 12% per annum on the unpaid principal sum. Amounts paid will be credited first to interest due; balance to unpaid principal sum.

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,

FRANK SMITH AND WIFE, BEULAH SMITH

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

BILLY POTTER AND WIFE, JOYCE P. POTTER

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

Land in the 6th, formerly 9th, Civil District of Davidson County, Tennessee, being lots Nos. 8 and 9 on the plan of Saxon s Addition, not of record, which was formerly parts of lots Nos. 3 and 4 on the plan of W. L. Nance Lands, as of record in Plan Book 2, page 327 Chancery Court at Nashville, described according to a survey made by Pete Meyer, Surveyor, March 21, 1946, as follows: Beginning at a point in the westerly margin of Paris Avenue, formerly Nance Street, 250 feet northerly from the intersection of the easterly margin of Paris Avenue and the northerly margin of Provine Street, said point being also the northeast corner of lot No. 10 in said Addition; thence with the line between said lots Nos. 9 and 10, westwardly 181 feet to the common corner of lots Nos. 5, 6, 9 and 10; thence with the line between lots Nos. 6, 8, 9 and 23, northwardly 100 feet to the corner of lots 7 and 8; thence with the line between said lots eastwardly 181 feet to the westerly margin of Paris Avenue; thence with the westerly margin of said Avenue, southwardly 100 feet to the beginning.

Being the same property conveyed to Frank Smith and wife, Beulah Smith by deed from Alex Pirtle, Jr. and Alex Pirtle, Sr. of record in Book 2103, Page 60, Register's Office for Davidson County, Tennessee.

This instrument is made subject to an easement of record in Book 1559, Page 11, said Register's Office and to all applicable local government planning, building and zoning regulations.

This is (unimproved) (~~improved~~) property, known as 61 Paris Avenue, Nashville, Tennessee.
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

Billy R. Potter and Billy Potter are one and the same person.
Frank E. Smith and Frank Smith are one and the same person.

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 Linda Coleman Worden 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 interest 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:

BOOK 5968 PAGE 664

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 23rd day of November 19 82.

Billy R. Potter — Beulah Smith
Joyce P. Potter — Frank E Smith

STATE OF TENNESSEE }
COUNTY OF ~~DAVIDSON~~ } Williamson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named FRANK E. SMITH AND WIFE, BEULAH SMITH

the 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 Brentwood, Tennessee, this 23rd day of November, 19 82.

Im D. Coleman, Notary Public.

Commission expires 7/21/84

STATE OF TENNESSEE }
COUNTY OF WILLIAMSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named BILLY R. POTTER AND WIFE, JOYCE P. POTTER

the 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 Brentwood, Tennessee, this 23rd day of November, 1982

Im D. Coleman, Notary Public.

Commission Expires 7/21/84

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

RECEIVED OF _____

FOR _____ BOOK 5968 PAGE 665

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
			25000.00- CO	
			20000.00- MO	
			65.00 CO TX	
			16.00 MO TX	
			.50 PRFEE	
			0.00 WDEED	
			CHECK	89.50-
			RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK	.00

No. 912102

H 1 8 6 9

IDENTIF. REFERENCE

NOV 24 8 41 AM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN