INSTALLMENT DEED

BOOK 5974 PAGE 17

For and in Consideration of the sum of EIGHTEEN THOUSAND SEVEN HUNDRED FIFTY AND NO/100 ($18,750.00) ---------- Dollars,

of which NINE HUNDRED AND NO/100 ($900.00) ---------- Dollars,

has been paid in cash by OLIVER N. SMITH and wife, ERNA SMITH, hereinafter referred to as "Grantees,"
the receipt of which is hereby acknowledged, and for the remainder SEVENTEEN THOUSAND EIGHT HUNDRED FIFTY AND NO/100 ($17,850.00) ---------- Dollars,

the said Grantees have executed an Installment Deed Note of even date herewith in the original principal amount of Seventeen Thousand Eight Hundred Fifty and No/100 ($17,850.00) Dollars, payable together with interest thereon at the rate therein provided until December 3, 1989, at which time all principal and interest due thereunder shall be due and payable,

~~all of said notes bearing six percent interest from date~~, 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, MARSHALL KARR, TRUSTEE, hereinafter referred to as "Grantor"

has this day bargained and sold, and do hereby transfer and convey unto the said Grantees, their heirs and assigns,

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

BEING Lot No. 33 on the Plan of the subdivision of the A.V.S. Lindsley 29 acre tract, as of record in Book 57, Page 66, Register's Office for Davidson County, Tennessee.

SAID Lot No. 33 fronts 50 feet on the southerly side of Forrest Avenue and runs back between parallel lines 150 feet to an alley.

BEING the same property conveyed to Marshall Karr, Trustee, by Deed from Maurice Karr and wife, Joy Karr, as of record in Book 4908, Page 789, Register's Office for Davidson County, Tennessee.

This is improved XX unimproved ( ) property, known as 1502 Forrest Avenue, Nashville, TN
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

FILE BOX 42

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantees, their Grantor heirs and assigns forever ~~covenants~~ covenant that he is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered. except for 1982 taxes and matters of record. Grantor further covenants and binds himself, his successors heirs and representatives, to warrant and forever defend the title to 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 ~~notes~~ Note, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said ~~notes~~ Note as ~~they~~ it matures, as hereinafter provided, and for the consideration of one dollar, to Grantees in hand paid, ~~the consideration~~, the said Grantees

do hereby transfer and convey unto Charles B. Reasor, Jr., Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

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 $ 17,850.00 until the ~~notes~~ Note 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~~ Note, as his interst may appear. Grantees 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 they fail to do either, then the said Trustee, or the lawful owner and holder of said ~~notes~~ Note, 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 ~~the consideration~~ Note, the said Grantees shall pay the ~~notes~~ Note 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 they fail to pay ~~any of the~~ said ~~notes~~ Note or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; and they fail to reimburse the Trustee or lawful owner and holder of said ~~notes~~ Note for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said ~~notes~~ Note, 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~~ Note, ~~or any of them~~ then past due and unpaid, ~~the 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. Grantees agree, that the Trustee may, at any time after default in the payment of ~~any of the~~ said ~~notes~~ Note, enter and take possession of said property, and shall only account for the net rents actually received by him. Grantees 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~~ amounts 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 Marshall Karr, Trustee, his successors ~~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 Note xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx 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 Charles B. Reasor, Jr., 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 Grantor and Grantees hereunto set our hands at Nashville, Tennessee, this the 3rd day of Dec. 19 82

Oliver N. Smith
OLIVER N. SMITH
Erna Smith
ERNA SMITH
Marshall I. Karr, Trustee
MARSHALL KARR, TRUSTEE
Marshall I. Karr
MARSHALL I. KARR, Individually

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Charles B. Reasor, Jr., a Notary Public in and for said County and State, the within named Oliver N. Smith and wife, Erna 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 Nashville Tennessee, this 3rd day of Dec., 19 82

Charles B. Reasor, Jr., Notary Public.

Commission Expires 7-27-86

STATE OF ______________________

______________________ **County.**

Personally appeared before me, Charles B. Reasor, Jr., a Notary Public in and for said County and State, the within named Marshall Karr, Trustee and Marshall I. Karr, Individually,

the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, TN this 3rd day of Dec., 1982

Charles B. Reasor, Jr., Notary Public.

Commission Expires 7-27-86

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ..., a Notary Public of the State and County aforesaid, personally appeared ....., with whom I 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 .....

(over for additional acknowledgements)

3860

12/07 76 82

CHECK

BOOK 5974 PAGE 20

INSTALLMENT DEED

FROM
MARSHALL KARR, TRUSTEE

TO
OLIVER N. SMITH, et ux

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

FELIX Z. WILSON III, REGISTER
DAVIDSON COUNTY, TN
DEC 7 9 20 AM '82

IDENTIF. REFERENCE

H 2 0 4 0 4

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Oliver N. Smith, et ux (NAME)	Marshall Karr, Trustee (NAME)	Map 83-9
808 SYLVANIA DRIVE (STREET ADDRESS OR ROUTE NUMBER)	3417 WEST END AVE. (STREET ADDRESS)	Parcel 9
NASHVILLE, TN 37207 (CITY) (STATE) (P. O. ZIP) 865-4628	NASHVILLE, TN 37205 (CITY) (STATE) (ZIP)	FB# 23W-7455

THIS INSTRUMENT WAS PREPARED BY

THIS INSTRUMENT PREPARED BY:
CHARLES B. REASOR, JR.
ATTORNEY AT LAW
3305 WEST END AVENUE
NASHVILLE, TN 37203

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 18,750.00 Oliver N. Smith
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 3rd DAY OF December, 19 82

Notary Public

MY COMMISSION EXPIRES: 7-27-85

(AFFIX SEAL)

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

RECEIVED OF _____

FOR _____

BOOK 5974 PAGE 21

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
			16750.00- CO	
			17650.00- MO	
			48.62 CO TX	
			15.80 MO TX	
			.50 PRFEE	
			12.00 TDEED	
			CHECK	76.92-
			3860A12/07/82 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 20404

IDENTIF. REFERENCE

DEC 7 9 21 AM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 914190