This instrument was prepared by KENNETH M. BALLEW, Attorney at Law, 333 Gallatin Rd. Madison, TN 37115

# Installment Deed

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| Oliver N. Smith et ux | same | 82-3-51 |
| (NAME) | (NAME) | 82-3-52 |
| 808 Sylvania Drive | | 20W-13380 |
| (STREET ADDRESS OR ROUTE NUMBER) | (STREET ADDRESS) | 20W-2780 |
| Nashville TN | | |
| (CITY) (P. O. ZONE) (STATE) | (CITY) (ZONE) (STATE) | |

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*FOR AND IN CONSIDERATION of the sum of* EIGHT THOUSAND FOUR HUNDRED AND NO/100 --- ----------($8,400.00) *Dollars,*

*of which* TWO THOUSAND EIGHT HUNDRED AND NO/100 ---------- ----------($2,800.00) *Dollars, has been paid in cash,*

*the receipt of which is hereby acknowledged, and for the remainder* FIVE THOUSAND SIX HUNDRED AND NO/100 ----------($5,600.00) *Dollars,*

Oliver N. Smith and wife, Erna C. Smith *have executed*

their one joint promissory note of even date herewith payable to the order of Luther G. Greer and wife, Elaine McDaniel Greer, in quarterly installments of $795.70 each, including principal and interest at the rate of 11 3/4 % per annum; the term of said note being for a period of 2 years from date thereof;

*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, LUTHER G. GREER AND WIFE, ELAINE McDANIEL GREER,

*have this day bargained and sold, and do hereby transfer and convey unto the said* OLIVER N. SMITH AND WIFE, ERNA C. SMITH, their *(successors), heirs and assigns,*

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

TRACT I

Land in Davidson County, Tennessee, being part of Lot No. 91 and part of the southerly 7 feet of Lot 92 on the plan of Sharpe and Horn's 2nd Subdivision of the Lindsley property as of record in Book 161, page 53, Register's Office for said County. Said part of Lot 91 and part of the southerly 7 feet of Lot 92 front together 67 feet on the easterly side of Joseph Avenue, and run back between parallel lines and with the northerly margin of Childers Avenue 111 feet to a dead line.

Being the same property conveyed to Luther G. Greer and wife, Elaine McDaniel Greer by deed from Hazel E. Moody (a widow) of record in Book 3768, page 231, Register's Office for said County.

TRACT II

Land in Davidson County, Tennessee, being the major portion of the easterly 34 feet of Lot No. 91 and the easterly 34 feet of the southerly 7 feet of Lot No. 92 on the Map of Sharpe and Horn's Second Subdivision of the Lindsley Tract, as of record in Book 161, page 53, Register's Office for said County, described according to a copy of a survey made by Barge, Waggoner & Summer, Engineers, dated June 24, 1970, as follows:

(Continued)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 8,400.00

Affiant

Subscribed and sworn to before me, this the 11th day of March 19 83

Notary Public

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

KENNETH M. BALLEW NOTARY PUBLIC

Beginning at a point in the northerly margin of Evanston Avenue, which said point is located 34 feet westerly from the southeasterly corner of said Lot No. 91 as shown on said plan; thence North 6° 25' East, 67 feet to a point which is 7 feet north of the line between Lots 91 and 92; thence South 83° 03' East, 34 feet to the westerly margin of an alley; thence southwardly with said margin of said alley, South 6° 25' West, 60.85 feet to a point in the northerly margin of Relocated Evanston Avenue; thence westwardly with said margin of said avenue as relocated and along a curve having a radius of 96.65 feet, a distance of 34.67 feet to the point of beginning.

Being the same property conveyed to Luther G. Greer and wife, Elaine McDaniel Greer, by deed from the Nashville Housing Authority as of record in Book 4533, page 72, Register's Office for said County.

unimproved (XX)
This is improved ( ) property, known as 1101 Joseph Avenue
(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* Oliver N. Smith and wife, Erna C. 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 unencumbered.*

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Oliver N. Smith and wife, Erna C. 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 *hereinafter referred to as trustors, hereby transfer and convey unto* Harlan Dodson, III, *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* $ XX *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*

*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 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* 11th *day of* March, *19* 83.

Oliver N. Smith

Oliver N. Smith

Erna C. Smith

Erna C. Smith

Luther G. Greer

Luther G. Greer

Elaine McDaniel Greer

Elaine McDaniel Greer

PUSH

IDENTIFICATION REFERENCE

MAR 14 12 14 PM '83

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TN

H 35854

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

*Personally appeared before me,* the undersigned, *a Notary Public in and for said County and State,* Luther G. Greer and wife, Elaine McDaniel Greer; and Oliver N. Smith and wife, Erna C. Smith;

*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* Madison, *Tennessee, this* 11th *day of* March, *19* 83

NOTARY PUBLIC

*Notary Public*

*Commission expires* 10-20-85

## 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 |
|---|---|---|---|---|
| | | | 8400.00- CO | |
| | | | 560.00- MO | |
| | | | 21.84 CO TX | |
| | | | 3.60 MO TX | |
| | | | .50 PRFEE | |
| | | | 9.00 MISC | |
| | | | CHECK | 34.84- |
| 2958A03/14/83 | | | BAL | .00 |

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 35854

IDENTIF. REFERENCE

MAR 14 12 14 PM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 934926