This Instrument Prepared By
E. B. Smith, Jr.
201 Woodland Street
Nashville, Tennessee 37213

Installment Deed

BOOK 6104 PAGE 44

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
E. B. Smith, Jr.	Same	70-1 91 ~~69 43~~ 70 3 58 181 58 136 ~~47 44~~
(NAME:)	(NAME:)	
201 Woodland Street		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee 37213		
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION of the sum of Seventy One Thousand Five Hundred - - - - - - - - - - - - - - ($71,500.00) - *Dollars,*

~~XXXXX~~ ... ~~Dollars, has been paid in cash,~~

~~XXXX

unimproved ( )
This is improved ( ) property, known as ..... (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 E. B. Smith, Jr., his .....
.....*(successors), heirs and assigns forever.* I *covenant that* I am *lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.*

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* E. B. Smith, Jr., his .....
.....*(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 E. B. Smith, Jr. .....
.....*hereinafter referred to as trustors, hereby transfer and convey unto* Sidney A. Smith *, 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 $ NA *, 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

TRACT II

Land in the 13th, formerly the 23rd, Civil District of Davidson County, Tennessee, situated about five (5) miles westerly from the City of Nashville, on White's Creek and described as follows:

Beginning at a point on the northerly bank of Whites Creek, the southeast corner of a tract of 113-7/10 acres of land designated F. R. Smith on a Plan of the lands of Jesse Smith, deceased, of record on page 462 of Minute Book "C" of the Law Court of Davidson County and a copy of same being of record in Book 56, page 342, Register's Office of said County, said point being also the southwest corner of the Hamilton property; thence running south 53° west 91.4 poles along the northerly bank of said Whites Creek to the southeast corner of a tract of 22 - 3/10 acres, designated on said plan, T. P. Smith's Heirs; thence north 26 - 1/4° west 133 poles along the easterly boundary of said tract, to a stake in a fence, its northeast corner; thence south 27° west 36 poles to a stake, its northwest corner; thence north 10° east 104 poles to an elm, post oak and Chinquepin oak, in the westerly boundary of said tract of 113 - 7/10 acres; thence with same north 28 - 1/2° west 89.92 poles to a cross mark on a rock, the northwest corner of said tract of 113 - 7/10 acres, also northeast corner of Robert E. Heel's land, and in the southerly line of a tract of land now owned by John Andrews; thence with Andrews line north 56 - 1/2° east 7 - 3/10 poles to a stake in fence corner, south 68° east 25 poles to a stake; thence south 45° east 5.29 poles to a hackberry tree in center of an old county road, the northwest corner of a tract of land conveyed to Felix R. Smith by B. F. Drake and wife, by deed in Book 92, page 482; thence with the north line of said tract north 80 - 1/2° east 77.88 poles to a rock pile, said Andrews southeast corner in Hamilton's west boundary line; thence with said line south 5 - 1/2° east 48 - 1/2 poles to a stone in a gully, the northeast corner of a tract of 113 - 7/10 acres; thence still with said Hamilton line south 7° east 110 poles to a stone, and south 23 - 1/2° east 70 - 1/4 poles to the beginning. Said tract is composed of four tracts, viz: one of 12 acres and 39 poles conveyed to F. R. Smith by B. F. Drake and wife, by deed recorded in Book 92, page 482; another of 7 - 1/4 acres conveyed to him by B. F. Drake by deed recorded in Book 56, page 563; another of 7 acres and 23 poles, conveyed to him by H. S. T. Overby and wife, by deed recorded in Book 74, page 341, and another of 113 - 7/10 acres assigned to him as an heir of Jesse Smith, deceased, by decree of the Law Court of Davidson County, entered therein in Minute Book "C", page 460; said land is bounded on the north by the land of John Andrews, east by Hamilton, west by Robert E. Heel, and on the south by Whites Creek, and contains about 140 acres, be the same, more or less.

Included in the above described property but excluded therefrom are the following six parcels of land:

PARCEL NO. 1: Beginning at a stake on the northwesterly margin of West Hamilton Road 500 feet eastwardly from Sewell's line; running thence with said Road northeastwardly 251.57 feet; thence north 33° 15' west 196.07 feet; thence south 56° 45' west 250 feet; thence south 33° 15' east 200 feet to the beginning.
Being the same real property conveyed to E. B. Smith, Jr. by deed from E. B. Smith, Sr. and wife, dated April 11, 1947, filed April 16, 1947, and recorded in book 1470, page 280, Register's Office for said County.

PARCEL NO. 2: Beginning at a point 52 feet east of the easterly margin of Highway No. 112, said point being the northeast corner of property conveyed to A. E. Krantz and wife, Agnes Krantz by deed from Sam Henderson and wife, of record in book 1639, page 297, Register's Office for said County; thence with Krantz's east line, south 12° 15' west 217 feet, more or less, to the northeast corner of property conveyed to E. B. Smith and wife, by deed from A. E. Krantz, dated October 3, 1949; thence eastwardly 40 feet to a point; thence northwardly 217 feet to a point 92 feet east of the easterly margin of U. S. Highway No. 112; thence westwardly 40 feet to the beginning.
Being the same real property conveyed to A. E. Krantz and wife, Agnes Krantz, by deed from Emerson B. Smith and wife, dated October 3, 1949, filed October 4, 1949, and recorded in book 1759, page 241, said Register's Office.

PARCEL NO. 3: Beginning at a point on the northerly margin of West Hamilton Avenue at the intersection of the northerly margin of said West Hamilton Avenue and the eastern boundary line of a tract of land conveyed to John C. Sewell; thence with the eastern boundary line of said Sewell property north 23° 15' west 1150.7 feet to Sewell's northeast corner; thence with Sewell's line south 30° 30' west 431 feet to a point in the easterly margin of the Clarksville Pike or State Highway No. 112 or U. S. Highway 41-A; thence with the easterly margin of said Pike north 8° 15' east 1073 feet to a point; thence south 81° 45' east 250 feet to a point; thence south 8° 15' west 178 feet to a point; thence south 81° 45' east 750 feet to a point; thence south 8° 15' west 895 feet to a point; thence north 81° 45' west 448 feet to a point; thence south 23° 15' east 510 feet, more or less, to a point in the northerly margin of said West Hamilton Avenue; thence with the northerly margin of said West Hamilton Avenue westwardly 53 feet, more or less, to the beginning, containing 18.95 acres, more or less.

Being the same real property conveyed to the Crescent Amusement Company by deed from Emerson B. Smith and wife, dated March 25, 1950, filed March 28, 1950, and recorded in book 1811, page 455, said Register's Office.

PARCEL NO. 4: Beginning at a railroad spike on the westerly margin of State Highway No. 112 or the Clarksville Highway, 391 feet southerly from the southern boundary line of the property owned by John Andrews; thence with the westerly margin of said Highway south 7° west 520 feet to an iron pin; thence north 28° 30' west 639.5 feet to an iron pin; thence south 83° east 371 feet to the beginning, containing 2.21 acres, more or less.

Being the same real property conveyed to C. F. Smith by deed from Emerson B. Smith and wife, dated February 9, 1955, filed February 9, 1955, and recorded in Book 2342, page 229, said Register's Office.

PARCEL NO. 5: Land in the 13th Civil District, described according to a survey made by James L. Murphy, Jr. and Company, dated September 26, 1970 as follows:

Beginning at a point in the northerly margin of West Hamilton Avenue at the southeast corner of the property conveyed to E. B. Smith, Jr. by deed from E. B. Smith, Sr. et ux, of record in Book 1470, page 280, R.O.D.C. Tennessee; thence westerly along the northerly margin of said West Hamilton Avenue 451.05 feet to a point; thence N. 24° 12' 24" W. 512.43 feet along the easterly margin of an access easement to a point; thence S. 81° 41' 33" E. 447.87 feet to a point; thence N. 8° 17' 43" E. 893.92 feet to a point; thence N. 81° 36' 36" W. 600.82 feet to a point; thence N. 8° 18' 40" E. 2009.91 feet to a point; thence N. 4° 43' 32" W. 87.92 feet to a point; thence N. 81° 40' 10" E. 415.00 feet to a point; thence N. 81° 04' 48" E. 295.00 feet to a corner post; thence S. 5° 14' 21" E. 55.50 feet to a point; thence S. 4° 43' 32" E. 756.94 feet to a concrete monument; thence S. 6° 32' 11" E. 516.20 feet to a point; thence S. 4° 11' 43" E. 504.18 feet to a cedar post; thence S. 5° 17' 21" E. 780 feet to a point; thence S. 33° 15' 15" E. 126.77 feet to a point; thence S. 47° 34' 57" W. 702.26 feet to a point; thence S. 55° 40' 53" W. 250 feet to a point; thence S. 34° 19' 07" E. 196.95 feet to the point of beginning and containing 64.30 acres, more or less.

Being part of the same property devised to E. B. Smith, Jr., Sidney A. Smith, Clarence F. Smith and Mary E. Smith by will of Emerson Braxton Smith, of record in Will Book 71, page 120, County Court Clerk's Office

for Davidson County, Tennessee; said Clarence F. Smith has since conveyed his 1/4 undivided interest to E. B. Smith, Jr., by deed of record in Book 3903, page 184, R.O.D.C. Tennessee.

PARCEL NO. 6: Land in the 13th Civil District of Davidson County, Tennessee, being a portion of Map 694182, and being Tract No. 1 on a survey of Southern Land & Associates, Inc., dated October 1, 1979, described according to said survey as follows: Beginning at an iron pin in the northwest margin of West Hamilton Road, said point being the southeast corner of the property conveyed to E. B. Smith of record in Book 1470, page 280, Register's Office for Davidson County, Tennessee; thence with Smith's northeast line north 34° 19' 07" west 193.23 feet to an iron pin in the line of Haynes Park Subdivision, Section 2 of record in Book 4460, page 51, said Register's Office; thence with the line of said subdivision north 47° 34' 57" east 368.62 feet to an iron pin located at the northwest corner of Tract No. 2 on said survey; thence with the southwest line of Tract No. 2 south 43° 04' 36" east 150.35 feet to an iron pin in the northwest margin of West Hamilton Road; thence with said northwest margin of West Hamilton Road and with a curve having a radius of 1,684.35 feet in a southwesterly direction a distance of 212.67 feet to a point; thence continuing with said northwest margin of West Hamilton Road south 39° 41' 04" west 160.20 feet to a point; thence continuing with said northwest margin of West Hamilton Road and with a curve having a radius of 578.82 feet in a southwesterly direction a distance of 26.99 feet to the point of beginning.

Being part of the property devised to Mary E. Smith, E. B. Smith, Jr., Sidney A. Smith and Clarence F. Smith by will of Emerson Braxton Smith of record in Will Book 71, page 12, Office of the County Court Clerk for Davidson County, Tennessee. By deed of record in Book 3903, page 184, Clarence F. Smith and wife, Margie T. Smith conveyed their interest in said property to E. B. Smith, Jr.

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 30th *day of* June, *19*82

MARY E. SMITH

By Sidney A. Smith

SIDNEY A. SMITH
Power of Attorney

E. B. SMITH, JR.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, G. L. DeCoursey, *a Notary Public in and for said County and State,* E. B. Smith, Jr., *the within named bargainor, 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* 30th *day of* June, *19*82

G. L. DeCOURSEY NOTARY PUBLIC DAVIDSON CO.

G. L. DeCoursey *Notary Public*

Commission expires 4-20-86

STATE OF Tennessee }

COUNTY OF Davidson }

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Personally appeared before me, G. L. DeCoursey, *a Notary Public in and for said County and State,* Sidney A. Smith, acting as power of attorney for Mary E. Smith, said power of attorney recorded in Book 5506, Page 102, R.O.D.C. *the within named 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, Tennessee, *this* 30th *day of* June, *19* 82

Notary Public

Commission expires 10-19-86

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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 .....

INSTALLMENT DEED

FROM

TO

Compliments of
Chicago Title Insurance Company
First Floor — First American Center
Phone 255-4631
NASHVILLE, TENNESSEE 37238

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 6104 PAGE 51

CO -CONVEYANCE
MO -MORTGAGE
WD -WARRANTY DEED
TD -TRUST DEED

CC -CERTIFIED COPY
REL -RELEASE
UCC -UNIFORM COMMERCIAL CODE

MISC -MISCELLANEOUS
CO TX -STATE TAX CONVEY
MO TX -STATE TAX MORT
PRFEE -PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			71500.00-	CO
			71500.00-	MO
			165.90	CO TX
			69.50	MO TX
			.50	PRFEE
			21.00	MDEED
				CHECK 276.90-
			5417A07/28/83	BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 6.3 3 6.5

IDENTIF. REFERENCE

JUL 28 12 39 PM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 967053