INSTALLMENT DEED BOOK 5254 PAGE 848

For and in Consideration of the sum of NINETY-THREE THOUSAND FIVE HUNDRED AND NO/100 ($93,500.00)---------- Dollars, of which FOURTEEN THOUSAND FIVE HUNDRED ($14,500.00)---------- Dollars, has been paid in cash by L. Wayne Smith and wife, Judy L. Smith the receipt of which is hereby acknowledged, and for the remainder SEVENTY-NINE THOUSAND AND NO/100 ($79,000.00)---------- Dollars, the said L. Wayne Smith and wife, Judy L. Smith have executed their Promissory Note of even date herewith in the amount of SEVENTY-NINE THOUSAND AND NO/100 ($79,000.00) DOLLARS payable at the rate of THREE HUNDRED AND NO/100 ($300.00) DOLLARS per quarter, plus interest quarterly at nine (9%) per cent per annum, for three (3) years; then THREE HUNDRED AND NO/100($300.00) DOLLARS per quarter plus interest quarterly at ten (10%) per cent per annum, for four (4) years. The entire balance is due at the end of seven (7) years, or on the 15th day of April, 1991 in the amount of SEVENTY THOUSAND SIX HUNDRED AND NO/100 ($70,600.00) DOLLARS.

[illegible] 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, William H. Emery and wife, Maxine J. Emery

have this day bargained and sold, and do hereby transfer and convey unto the said L. Wayne Smith, and wife, Judy L. Smith heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LAND in Davidson County, Tennessee, being Lots No. 6, 7, 8 and 9 on the Plan of Jackson Park, Block "G", Section 2, as of record in Book 843, Page 21, Register's Office for said County, and the north part of Lot No. 101 and a triangular part of the northwest part of Lot No. 100 on the Map of Eastdale, as of record in Book 547, Pages 29 and 30, Register's Office for said County, described as follows:

SAID Lots Nos. 6, 7, 8 and 9 front together 240 feet on the southerly side of Eastdale Avenue and run back 159 feet on the westerly line and 262 feet 9 inches on the easterly line to a dead line, measuring 303 feet thereon.

SAID North part of Lot No. 101 and a triangular part of the northwest part of Lot No. 100, described as follows:

BEGINNING at a point at the northwest corner of Lot No. 101; thence with the line between Lots Nos. 101 and 102, southwardly 134.5 feet to the northwest corner of the property conveyed to Harris, by deed of record in Book 1472, Page 167, said Register's Office; thence with Harris' north line and the north line of the property conveyed to Harris, by deed of record in Book 1425, Page 146, Register's Office for Davidson County, Tennessee, a total of 83.0 feet to a point in the west line of the property conveyed to Virgil W. Colley, of record in Book 1512, Page 357, said Register's Office; said point being 200 feet north of the north margin of Plymouth Avenue; thence with Colley's west line northwardly 144.6 feet, more or less, to the common north corner of Lots Nos. 100 and 101; thence with the north line of Lot No. 100, westwardly 51.3 feet to the point of the beginning.

BEING the same property conveyed to William H. Emery and wife, Maxine J. Emery by deed from Nathan Green Caldwell and wife, Camilla Johnston* Caldwell of record in Book 3678, Page 387, Register's Office for Davidson County, Tennessee.

This is ( ) unimproved (XX) improved property, known as 1216 Eastdale Avenue, Nashville, Tn. 37216 (House Number) (Street) P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said L. Wayne Smith and wife, Judy L. Smith 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 L. Wayne Smith, and wife, Judy L. Smith 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 L. Wayne Smith and wife, Judy L. Smith

do hereby transfer and convey unto Lucien Dale, 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 L. Wayne Smith, and wife, Judy L. Smith

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 $ 79,000.00 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 interst 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 L. Wayne Smith and wife, Judy L. Smith 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 the statutory right of redemption 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 statutory or elective rights may bid at any sale under this trust 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:

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 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 L. Wayne Smith, and wife, Judy L. Smith 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 Lucien Dale, 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. BOOK 6254 PAGE 850

IN WITNESS WHEREOF, we, the said William H. Emery and wife, Maxine J. Emery and L. Wayne Smith and wife, Judy L. Smith hereunto set our hands at Nashville, Tennessee, this the 17th day of February 19 84

William H. Emery
WILLIAM H. EMERY

Maxine J. Emery
MAXINE J. EMERY

L. Wayne Smith
L. WAYNE SMITH

Judy L. Smith
JUDY L. SMITH

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Lucien Dale, a Notary Public in and for said County and State, the within named William H. Emery, Maxine J. Emery, L. Wayne Smith, and Judy L. Smith

the 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 17th day of March, 1984.

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Notary Public.

Commission Expires June 1, 1987

STATE OF _____

_____ **County.**

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named

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

Witness my hand and official seal at _____ this _____ day of _____, 19____

_____, Notary Public.

Commission Expires _____

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 6254 PAGE 851

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)

I 10579

IDENTIF. REFERENCE

MAR 22 1 44 PM '84

FELIX A. ROSELLI REGISTER
DAVIDSON COUNTY, TN

RUSH

INSTALLMENT DEED

FROM

WILLIAM H. EMERY, and wife,

MAXINE EMERY

TO

L. WAYNE SMITH, and wife,

JUDY L. SMITH

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

YORLEY CO NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
L. Wayne and Judy L. Smith (NAME)	same (NAME)	Map 61-12
1216 Eastdale Avenue (STREET ADDRESS OR ROUTE NUMBER)	same (STREET ADDRESS)	Parcel 32.1
Nashville, Tennessee, 37206 (CITY) (STATE) (P. O. ZIP)	same (CITY) (STATE) (ZIP)	15 DZ. 23350

THIS INSTRUMENT WAS PREPARED BY

LUCIEN DALE, ATTORNEY
162 FOURTH AVENUE, NORTH
NASHVILLE, TENN. 37219

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 93,500.00 x L Wayne Smith
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 17th DAY OF March 1984.

Lucien Dale
Notary Public

MY COMMISSION EXPIRES: 6-1-1987

(AFFIX SEAL)

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 6254 PAGE 852

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
			93500.00- CAMT.	
			79000.00- MAMT.	
			243.10 CSTAX	
			77.00 MSTAX	
			.50 PRFEE	
			12.00 WDDEED	
			CHECK	332.60-
2240A	03/22/84		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0579

IDENTIF. REFERENCE

MAR 22 1 45 PM '84

FELIX Z. WILSON
DAVIDSON COUNTY REGISTER
NASHVILLE, TN

No. 22189