Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Jim B. Smith, et ux, and John S. Medley, et ux, (NAME)	Same (NAME) FB	3DZ-52180
277 Wilson Pike Circle (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS) FB	3DZ-52140
Brentwood, TN 37027 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	M+P 63-142 M+P 63-37

BOOK 6291 PAGE 922

FOR AND IN CONSIDERATION of the sum of Three hundred seventy-seven thousand two hundred fifty and No/100 ($377,250.00)---------- *Dollars, of which* Seventy-five thousand four hundred fifty and No/100---------- ($75,450.00)---------- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* of Three hundred one thousand eight hundred and No/100 ($301,800.00)---------- *Dollars,* the Grantees herein, Jim B. Smith and wife, Dorothy P. Smith, and John S. Medley and wife, Lorene S. Medley, *have executed* an installment note of even date herewith, payable to the Grantors, A. J. Linx, Jr., and Commerce Union Bank of Nashville, Tennessee, as Executor of the Estate of Louis R. Linx, providing for ten annual payments plus interest as set out in said note,

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, A. J. Linx, Jr., individually, and Commerce Union Bank of Nashville, Tennessee, as Executor of the Estate of Louis R. Linx, but not further or otherwise, *have this day bargained and sold, and do hereby transfer and convey unto the said* Jim B. Smith and wife, Dorothy P. Smith, as to a 3/4 undivided interest, and John S. Medley and wife, Lorene S. Medley, as to a 1/4 undivided interest, their ~~successors~~ *heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Being two tracts of land in the Third Civil District of Davidson County, Tennessee, and described according to a survey made by R. L. Montoya, dated April 25, 1984, as follows:

TRACT NO. I:

Beginning at an iron pin at the intersection of the northerly right-of-way of McGavock Pike (25 feet from the centerline) with the easterly right-of-way of Pennington Bend Road (15 feet from the centerline); thence with said easterly right-of-way of Pennington Bend Road, North 14° 57' 58" West, 531.38 feet to the beginning of a curve in said right-of-way concave to the east and having a radius of 7,081.310 feet; thence, with said curve, an arc distance of 459.49 feet to an iron pin; thence leaving said right-of-way, North 78° 45' 06" East 404.72 feet to an iron pin in the westerly boundary line of property owned by James E. Gleaves, et ux, a deed of which is of record in deed Book 3035, page 491, in the Register's Office of Davidson County, Tennessee; thence, with said westerly boundary line, South 10° 10' 17" East 252.00 feet to an iron pin, South 15° 32' 39" East 868.00 feet to an iron pin in said northerly right-of-way of McGavock Pike; thence, with said right-of-way, North 84° 21' 52" West 439.63 feet to the beginning.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 377,250.00

Affiant

Subscribed and sworn to before me, this the 14th day of May, 19 84

Notary Public

My commission expires: 1-18-87

(Affix Seal)

TRACT NO. II:

Beginning at an iron pin in the easterly right-of-way of Pennington Bend Road, said pin being 15 feet from the centerline of said road and being northerly 990.87 feet along said right-of-way from an iron pin at the intersection of said right-of-way with the northerly right-of-way of McGavock Pike (25 feet from the centerline), and being on a curve in said easterly right-of-way concave to the east and having a radius of 7,081.310 feet; thence, northerly along said curve, an arc distance of 232.32 feet to the beginning of a curve in said right-of-way concave to the east and having a radius of 21,233.220 feet; thence, with said curve, an arc distance of 569.88 feet to the point of tangency; thence with said right-of-way, North 7° 49' 51" West 882.77 feet to an iron pin; thence with the southerly margin of a 50 feet wide strip owned by James E. Gleaves, et ux, a deed of which is of record in deed Book 3105, page 81, in the Register's Office of Davidson County, Tennessee, North 82° 11' 52" East 400.96 feet to an iron pin in the westerly boundary line of property owned by James E. Gleaves, et ux, a deed of which is of record in deed Book 3035, page 491, in said Register's Office; thence, with said westerly boundary line, South 7° 52' 53" East 334.02 feet to an iron pin, South 8° 01' 06" East 778.00 feet to an iron pin, South 10° 10' 17" East 548.80 feet to an iron pin; thence, leaving said boundary line, South 78° 45' 06" West 404.72 feet to the beginning.

Being the same property conveyed to A. J. Linx, Jr., Louis R. Linx and wife, Elberta S. Linx, by deed from A. J. Linx, of record in Book 2392, page 213, Register's Office for Davidson County, Tennessee, the said Elberta S. Linx having conveyed her interest to Louis R. Linx of record in Book 3676, page 27, said Register's Office, and the said Louis R. Linx having since died, and under the terms of his will of record in Will Book 138, page 375, Probate Court for Davidson County, Tennessee, Commerce Union Bank of Nashville, Tennessee, as Executor was given the power to sell the interest of Louis R. Linx in said property.

This conveyance is subject to any easements or restrictions of record, and to property taxes for 1984, which have been prorated and assumed by Grantees.

This is unimproved XX / improved ( ) property, known as Pennington Bend Road and McGavock Pike, Nashville, Tennessee.
(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 Jim B. Smith and wife, Dorothy P. Smith, and John S. Medley and wife, Lorene S. Medley, their XXXXXXXX *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;* subject however, to the provision that such warranties shall apply to A. J. Linx, Jr., only. Commerce Union Bank conveys as Executor but no further or otherwise, and makes no warranties except to covenant that it has done nothing to affect the title to the property since its qualification as Executor of the Estate of Louis R. Linx.

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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 Jim B. Smith and wife, Dorothy P. Smith, and John S. Medley and wife, Lorene S. Medley, *hereinafter referred to as trustors, hereby transfer and convey unto* J. G. Lackey, Jr., *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 $ insurable/value *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

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.

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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:

statutory right of redemption

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 14 *day of* May, *19*84.

ATTEST:

Commerce Union Bank, Executor of the Estate of Louis R. Linx, deceased

By: Melvin Caldwell Senior Vice President

A. J. Linx, Jr.

Jim B. Smith

Dorothy P. Smith

John S. Medley

Lorene S. Medley

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, James G. Lackey, III, *a Notary Public in and for said County and State,* Jim B. Smith and wife, Dorothy P. Smith, and John S. Medley and wife, Lorene S. Medley,

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 Nashville, Tennessee, *this* 14 *day of* May, *19*84.

James G. Lackey, III
Notary Public

Commission expires 10-21-84

JAMES G. LACKEY, III NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY

STATE OF TENNESSEE }

COUNTY OF DAVIDSON }

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Personally appeared before me, James G. Lackey III, *a Notary Public in and for said County and State,* A. J. Linx, Jr., unmarried,

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 14 *day of* May, *19*84.

James G. Lackey, III
Notary Public

Commission expires 10-21-84

JAMES G. LACKEY, III NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, James G. Lackey III, *a Notary Public of the State and County aforesaid, personally appeared* M. Kirk Scobey Jr. and Michael L. Allen, *with whom I am personally acquainted, and who, upon oath, acknowledged* themselves *to be* Senior V.P. and ~~Senior~~ V.P. + Tr. Off. *of the* Commerce Union Bank of Nashville, Tennessee, *the within named bargainor, a corporation, and that* he/as *such* Senior V.P. and V.P. + Trust Officer *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* themselves *as* Senior V.P. and V.P. and Trust officer.

Witness my hand and seal, at office in Nashville, Tennessee
this 14 *day of* May, *19*84.

James G. Lackey, III
Notary Public

Commission expires 10-21-84

JAMES G. LACKEY, III NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

I 2 2 0 8 5

IDENTIF. REFERENCE

MAY 14 3 50 PM '84

FEE $ REGISTER DAVIDSON COUNTY, TN

RUSH

INSTALLMENT DEED

FROM

A. J. Linx, Jr., and Commerce Union Bank, Executor of the Estate of Louis R. Linx,

TO

Jim B. Smith and wife, Dorothy P. Smith, and John S. Medley and wife,

Lorene S. Medley,

PREPARED BY
STOKES, LACKEY & COOLEY
Suite 702
501 Union Building
Nashville, Tennessee 37219

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

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

RECEIVED OF _____

FOR _____ BOOK 6291 PAGE 926

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
			377250.00-	CAMT.
			301800.00-	MAMT.
			980.72	CSTAX
			293.60	MSTAX
			.50	PRFEE
			12.00	WDEED
			CHECK	1293.82-
6520A	05/14/84		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

2 2 0 8 5

IDENTIF. REFERENCE

MAY 14 3 50 PM '84

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 36040