INSTALLMENT DEED

BOOK 6364 PAGE 323

For and in Consideration of the sum of * * * TWENTY FOUR THOUSAND & 00/100 * ($24,000.00) * Dollars, of which * * * * * * * * SIX THOUSAND & 00/100 ($6,000.00) * * * * * * * * * * Dollars, has been paid in cash by Arthur M. Smith et ux Ellen S. Smith the receipt of which is hereby acknowledged, and for the remainder * * * * * * EIGHTEEN THOUSAND & 00/100 ($18,000.00) * * * * * * * * * * * * * * * * Dollars, the said Arthur M. Smith et ux, Ellen S. Smith, have executed their joint promissory note, of even date, in the original principal sum of $18,000.00 payable to the order of George M. Talley & Marcelle C Talley. Said note is due and payable two years from date hereof. Said note bears interest at the rate of 10% per annum from this date until paid in full.

and to secure the payment of the debt hereinabove set out together with all charges and claims made and provided in the said instrument or note evidencing the debt, reference to which is here made, a lien is expressly retained on the land herein conveyed, we, George M. Talley et ux, Marcelle C. Talley, have this day bargained and sold, and do hereby transfer and convey unto the said Arthur M. Smith et ux, Ellen S. Smith, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: Land in the 5th Civil District of Davidson County, Tenn., being Lot "I" on the survey made by E.L. Miller, Jr. & Co. October 29, 1965, as follows:

Beginning at a point in the center line of Cane Ridge Road, said point being the southeast corner of Lot "J" on said survey, conveyed to Lewis E. Randolph et ux, by deed from J. E. Moss et al, of record in Book 3996, page 635, Register's Office for said county; thence with the center of said road and the line between Lots I, J, K and L, north 50° west 103 feet and with a curve having a radius of 665 feet northwesterly 423 feet and north 13° 40' west 120 feet to an iron pin at the southwest corner of Lot H; thence with the line between Lots "H" and "I", north 88° 30' east 448.0 feet to an iron pin in the western boundary line of the Turner property; thence with same south 3° 45' west 545 feet to an iron pin; thence south 85° 45' west 92.5 feet to the beginning, containing 3.9 acres, more or less

Being the same property conveyed to George M. Talley et ux, Marcelle C. Talley, by deed from J. E. Moss and W. F. Moss of record in Book 4006, page 381, Register's Office for Davidson County, Tenn., and by deed of correction of record in Book 4016, page 590, said Register's Office.

Sold subject to:

1. Easement for transmission line granted United States of America of record in Book 2336, page 402, said Register's Office.
2. Easement for right-of-way of Cane Ridge Road lying within boundaries of premises.
3. Seventy five foot building setback line from Cane Ridge Road, T.V. A. easement across premised as shown on survey made by E.L. Miller, Jr. & Co, dated October 29, 1965.

This is unimproved (X) improved ( ) property, known as _____ (House Number) Cane Ridge Road (Street) P O Address: Antioch (City or Town) 37013 (Zip Code)

08/21 [illegible].90- CHECK

3990

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Arthur M. Smith et ux, Ellen S. Smith, their 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 Arthur M. Smith et ux, Ellen S. Smith 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 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 George M. Talley et ux, Marcelle C. Talley,

do hereby transfer and convey unto K.E. Morrell, 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 Arthur M. Smith et ux, Ellen S. 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 the insurable value 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 interest 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 Arthur M. Smith et ux, Ellen S. 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; if 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, the statutory right of redemption, homestead, dower, statutory or elective rights, 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. 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 Arthur N. Smith et ux, Ellen S. Smith, their 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 K. E. Morrell, 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 George M. Talley et ux, Marcelle C. Talley and Arthur M. Smith et ux Ellen S. Smith, have hereunto set our hands at Nashville, Tennessee, this the 4th day of July 19 84

George M. Talley

Marcelle C. Talley

Arthur M. Smith

Ellen S. Smith

STATE OF TENNESSEE

Davidson **County**

Personally appeared before me, WILLIAM R. APPLETON, a Notary Public in and for said County and State, the within named George M. Talley et ux, Marcelle C. Talley, and Arthur M. Smith et ux, Ellen S. Smith,

the bargainors, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purpose therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 4th day of July, 19 84.

William R. Appleton, Notary Public

Commission Expires April 21, 1985

STATE OF TENNESSEE

_____ **County.**

Before me, _____, a Notary Public in and for the State and County aforesaid, personally appeared _____,

with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the _____ of the _____, a corporation, and that he as such _____, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as _____,

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

_____, Notary Public.

Commission Expires _____

STATE OF TENNESSEE
COUNTY OF _____

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Before me, _____, a Notary Public in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged himself to be a partner of _____, the within named bargainor, a partnership and that he as such partner, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by himself as a partner.

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

_____, Notary Public.

Commission Expires _____

INSTALLMENT DEED

FROM George M. Talley et ux

TO Marcelle C. Talley

Arthur M. Smith et ux

Ellen S. Smith

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

RUSH

I 44469

IDENTIF. REFERENCE

AUG 21 2 42 PM '84

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Arthur M. Smith et ux, Ellen S. Smith (NAME)	Arthur M. Smith et ux, Ellen S. Smith (NAME)	174-00-0
5114 Nolensville Rd. (STREET ADDRESS OR ROUTE NUMBER)	5114 Nolensville Rd. (STREET ADDRESS)	057.00
Nashville, Tn. 37211 (CITY) (STATE) (P. O. ZIP)	Nashville, Tn. 37211 (CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

George M. Talley
931 Shauna Drive
Nashville, Tn. 37214

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 24,000.00 Ellen S. Smith
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 21 DAY OF ~~July~~, August 1984.

L. Chandler, Dep Reg
~~Notary Public~~

~~MY COMMISSION EXPIRES~~: _____

(AFFIX SEAL)

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____ BOOK 6364 PAGE 327

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

24000.00- CONT.
18000.00- MORT.
62.40 CSTAX
16.00 MSTAX
.50 PRFEE
12.00 MDEED
CHECK 90.90-
3890408/21/64 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I 4 4 6 9

IDENTIF. REFERENCE

AUG 21 2 42 PM 1964

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 0062621