INSTALLMENT DEED

For and in Consideration of the sum of six thousand eight hundred and no/100 ($6,800.00)---------- Dollars, of which one thousand and no/100 ----($1,000.00)---------- Dollars, has been paid in cash by the receipt of which is hereby acknowledged, and for the remainder five thousand eight hundred and no/100 -----($5,800.00)---------- Dollars, the said Don Harris, Don Smith and wife, Jeanice Smith have an installment deed note payable to the order of Brenda Larue Cobb Smith and husband W. Wade Smith in the principal amount of $5,800.00. Said note bears interest at the rate of 12% per annum and is included in the monthly payments. Said note is payable at the rate of $100.00 per month for 15 consecutive months which shall be applied first to interest and the balance to principal with the unpaid balance of the note coming due and payable 16 months from the date of the first payment. First payment being due and payable on Nov. 26, 1984, and thereafter on the same day of each succeeding month a payment is due and payable with the entire balance both principal and interest being due and payable February 26, 1986.

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, Brenda Larue Cobb Smith and husband, W. Wade Smith, have this day bargained and sold, and do hereby transfer and convey unto the said Don Harris, a single person, a ½ interest and Don Smith and wife, Jeanice Smith a ½ interest, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING the northerly 25.6 feet of Lot No. 3 and the southerly 24.4 feet of Lot No. 4 on the Plan of A.W. Wills addition, as of record in Book No. 57, Page 82, Register's Office for Davidson County, Tennessee.

Said parts of Lots Nos. 3 and 4 together front 50 feet on the easterly margin of Lischey Avenue and run back between parallel lines 164 feet more or less to an alley.

BEING the same property conveyed to Eugene A. Lallemand and wife, Grace Lallemand by deed from W. Rufus Beckett and wife, Altie Beckett of record in Book 515, page 411, Register's Office for Davidson County, Tennessee. Eugene A. Lallemand predeceased his wife, having died testate and by will of record in Will Book 62, page 471 of record in the county court clerk office devised said property to his wife, Grace Lallemand. Grace Lallemand is now deceased having died testate and by will of record in Will Book 126, Page 46, Davidson County Court Clerk Office devised said property to Brenda Larue Cobb. Brenda Larue Cobb is now Brenda Larue Cobb Smith.

The above described property is conveyed as is and subject to codes letter of record in book 6091, page 370, and book 6197, page 309, Register's Office for Davidson County, Tennessee.

This is unimproved ( ) improved ( ) property, known as _____ (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 Don Harris, a single person, Don Smith and wife, Jeanice 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 Don Harris, a single person, Don Smith and wife, Jeanice 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 Don Harris, a single person, Don Smith and wife, Jeanice Smith

do hereby transfer and convey unto Dewey Pedigo, Jr., 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 Don Harris, Don Smith and wife, Jeanice 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 Don Harris, Don Smith and wife, Jeanice 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, 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 Don Harris, a single person, Don Smith and wife, Jeanice 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 Dewey Pedigo, Jr., 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 Brenda Larue Cobb Smith and husband W.Wade Smith and Don Harris and Don Smith and wife, Jeanice Smith hereunto set our hands at Nashville, Tennessee, this the 26 day of Oct 1984

Brenda Larue Cobb Smith
W. Wade Smith
Don Harris
Don Smith
Jeanice Smith

6413 413

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Dewey W. Pedigo, a Notary Public in and for said County and State, the within named Brenda Larue Cobb Smith, and husband W. Wade 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 26 day of Oct, 1984

Dewey W Pedigo Notary Public

Commission Expires 10-19-86

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Dewey W Pedigo, a Notary Public in and for said County and State, the within named Don Harris a single person

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

Witness my hand and official seal at Nashville, Tennessee, this 26 day of October, 1984

Dewey W Pedigo Notary Public

Commission Expires 10-19-86

STATE OF TENNESSEE
COUNTY OF Davidson

Personally appeared before me, , *a Notary Public in and for said*
County and State, the within named Don Smith and wife, Jeanice Smith
the bargainor s , *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 purposes therein contained.
Witness my hand and official seal at Nashville Tenn , *this* 26 *day*
of October , 19 84
My commission expires 10-19-86 *Notary Public* Dewey W. Pedigo
at Large

INSTALLMENT DEED

FROM
Brenda Larue Cobb Smith and husband, W. Wade Smith

TO
Don Harris, a single person, Don Smith and wife, Jeanice Smith

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

FILED FOR RECORD AND RECORDED
DAVIDSON COUNTY, TN
Oct 29 10 27 AM '84
IDENTIFICATION REFERENCE

159752

PEDIGO & SAINDON

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO	MAP-PARCEL NUMBERS
Don Smith (NAME)	Same (NAME)	82 03 0
718 Murfreesboro Rd (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville Tenn 37210 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

This Instrument Was Prepared By
Dewey W. Pedigo
Of The Law Firm Pedigo & Saindon
Stahlman Building: Nashville, Tennessee

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 96,800.00 = Don Harris
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 26 DAY OF Oct 1984

Dewey W. Pedigo
Notary Public
at Large

MY COMMISSION EXPIRES: 10-19-86
(AFFIX SEAL)

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 6413 PAGE 415

CO -CONVEYANCE	CC -CERTIFIED COPY	MISC -MISCELLANEOUS
MO -MORTGAGE	REL -RELEASE	COTX -STATE TAX CONVEY
WD -WARRANTY DEED	UCC -UNIFORM COMMERCIAL CODE	MOTX -STATE TAX MORT
TD -TRUST DEED		PRFEE -PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

6800.00- CAMT.
5800.00- MAMT.
17.60 CSTAX
3.60 MSTAX
.50 PRFEE
12.00 WDEED
CHECK 33.90-
2594A10/29/84 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I 5 9 7 5 2

IDENTIF. REFERENCE

Oct 29 10 29 AM '84

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 0080783