BOOK 6758 PAGE 466

6758 466

Prepared By: King, Ballow & Little
24th Floor
First American Center
Nashville, TN 37238

INSTALLMENT DEED

NEW OWNER:
Malcolm L. McCune, etal.
300 James Robertson Parkway
Nashville, TN. 37201

SEND TAX BILLS TO:
SAME

MAP PARCEL NUMBERS
Map No. 61-11
Parcel No. 96

FOR AND IN CONSIDERATION of the sum of FORTY-THREE THOUSAND SIX HUNDRED AND NO-100 DOLLARS ($43,600.00), of which FOURTEEN THOUSAND AND NO/100 DOLLARS ($14,000.00) has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder TWENTY-NINE THOUSAND SIX HUNDRED AND NO/100 DOLLARS ($29,600.00), MALCOLM L. McCUNE and CHARLES W. HARRELL, JR., as Trustees of the TROY LEE McDONALD Trust, has executed one note of even date payable to the order of ANDERSON SMITH and wife, NELL HENDERSON SMITH in monthly installments of THREE HUNDRED AND NO/100 DOLLARS ($300.00) each until the entire unpaid balance is paid in full. Said note provides 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. ANDERSON SMITH and wife, NELL HENDERSON SMITH, have this day bargained and sold, and do hereby transfer and convey unto the said MALCOLM L. McCUNE and CHARLES W. HARRELL, JR., as Trustees of the TROY LEE McDONALD Trust theirheirs, and assigns certain real estate in Davidson County, Tennessee, as follows:

BEING Lot No. 4 on a plat of a re-subdivision of Lots 11 to 17 inclusive in the I. C. McMahan's Maplewood tract as of record in Book No. 547, page 144, Register's Office for Davidson County, Tennessee.

Said Lot No. 4 fronts 50 feet on the southerly side of McMahan Ave., and runs back between parallel lines 160 feet to a dead line.

Being the same property conveyed to Anderson Smith by deed from J. E. Grandstaff and wife, Mollie Grandstaff, of record in Book 790, page 207, Register's Office for Davidson County, Tennessee.

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is $43,600.00 Subscribed and sworn to before me, this the 6th day of January ~~November~~, 1986.

Affiant

My Commission Expires: 4-19-87

Notary Public

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

This is improved property, known as 1018 McMahon Avenue, Nashville, Davidson County, Tennessee 37216.

TO HAVE AND HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, her 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, except as noted of record.

We further covenant and bind ourselves, our heirs and representatives to warrant and forever defend the title to said real estate to said Grantee her 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 herein provided, and for the consideration of One Dollar paid in cash, receipt of which is acknowledged, the said MALCOLM L. McCUNE and CHARLES W. HARRELL, JR., as Trustees of the TROY LEE McDONALD Trust, hereinafter referred to as trustor, hereby transfer and convey unto FRANK S. KING, 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:

Trustor agrees 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 $_____, 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 their interest may appear.

Trustor further agrees 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 hereinafter 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 trustor 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 9 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustor 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, statutory right of redemption, homestead, dower and all other exemptions (statutory and common law) 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. 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 trustor, his 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, 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 be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness our hands this 6 day of January, 1986, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

MALCOLM L. McCUNE and

ANDERSON SMITH

CHARLES W. HARRELL, JR., as Trustees of the TROY LEE McDONALD Trust

NELL HENDERSON SMITH

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, _____, a Notary Public in and for said County and State, ANDERSON SMITH, and wife, NELL HENDERSON SMITH, the within named 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 purposes therein contained.

Witness my hand and official seal at Nashville, Davidson County, Tennessee, this 6 day of January, 1986.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

5-16-87

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Ruth Anne Carruthers, a Notary Public in and for said County and State, MALCOLM L. McCUNE and CHARLES L. HARRELL, JR., as Trustees of the TROY LEE McDONALD Trust, the within named 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 purposes therein contained.

Witness my hand and official seal at Nashville, Davidson County, Tennessee, this 6th day of January, 1986.

FELIX. WILSON II REGISTER DAVIDSON COUNTY, TN
JAN 8 3 16 PM 1986
IDENTIFICATION REFERENCE
6.7.2.5.7

NOTARY PUBLIC

MY COMMISSION EXPIRES:

4-19-87

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

RECEIVED OF _____

FOR _____

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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

43600.00-	CAMT.
29600.00-	MAMT.
113.26	CSTAX
27.60	MSTAX
.50	PRFEE
12.00	MDEED
CHECK	153.46-
3974AC1/08/86 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

6.7.25 7.

IDENTIFI REFERENCE

JAN 8 3 36 PM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 208776