Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Ruth Saunders & Garland Smith	Garland Smith	
(NAME)	(NAME)	68- 41
Rt. #3, Box 266 (STREET ADDRESS OR ROUTE NUMBER)	Rt. #3 Box 266, (STREET ADDRESS)	28
Nashville, Tenn. 37218 (CITY) (P. O. ZONE) (STATE)	Nashville, Tenn. 37218 (CITY) (ZONE) (STATE)	

BOOK 6791 PAGE 282

FOR AND IN CONSIDERATION of the sum of FOUR THOUSAND DOLLARS ($4,000.00) Dollars, of which TWO THOUSAND DOLLARS ($2,000.00) Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder TWO THOUSAND DOLLARS ($2,000.00) Dollars, TWO THOUSAND DOLLARS Ruth Saunders and Garland Smith have executed an installment deed note in the amount of $2,000.00 made payable to in one payment on the 4th day of December, 1985.

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, Clayton J. Bodily and wife, Bertha C. Bodily have this day bargained and sold, and do hereby transfer and convey unto the said Ruth Saunders and Garland Smith their (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEing in the 13th Civil District of said County and State, described as follows:

~~Beginning in the center of Hydes Ferry Road at the southwest corner of the property~~ conveyed to M. D. Estes and wife, by deed from Charlie Sidney Smith and wife, of record in Book 1783, page 29, Register's office for said County; thence with the center of said Road south 62 degrees 7 minutes west 101.7 feet to the beginning of a curve; thence around said curve having a radius of 115 feet, westerly 106.9 feet thence north 89 degrees 25 minutes west 101.1 feet to the beginning of another curve; thence around said curvehaving a radius of 508.9 feet westerly 12.1 feet to the southeast corner of the property conveyed to C. N. Lampley by deed from Charlie Sidney Smith and wife, of record in Book 1584, page 458, said Register's Office; thence with saud Lampley 's eastern boundry line, northwestrly 138 feet, more or less, to the southerly margin of the right-of-way of the T.C.R.R.; thence with said right-of-way north 62 degrees 6 minutes east 296.2 feet to the northwest corner of the said Estes property; thence with the said Estes western boundary line southerly 224 feet, more or less, to the beginning.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater for this transfer is $ 4000.00

Subscribed and sworn to before me, this the 4th day of June 1985

Affiant

My commission expires: 7-27-1986 (Affix Seal)

Notary Public

This is unimproved ( ) improved (X) property, known as Rt. 3, Box 266, Nashville, Tenn. 37218 (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 Ruth Saunders and Garland Smith (successors), heirs and assigns forever. we covenant that we 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 Ruth Saunders and Garland Smith (successors), 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 hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Ruth Saunders and Garland Smith hereinafter referred to as trustors, hereby transfer and convey unto Mary White, 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 $, 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.

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:

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 Registers 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.

Witness ..... hand ..... this ..... day of ....., 19...., the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

This being the same property conveyed to Martin H. Carlisle and wife, Maizel Carlisle, both now deceased, by deed of record from George T. Markham and wife, Annie B Markham in Book 3959, page 430, R. O. D. C., and this conveyance is subject to easement for a well granted C. M. Lampley by Charlie Smith et ux in book 1584, page 458 said Register's Office

Clayton J. Bodily — Garland L Smith

Bertha C. Bodily — Ruth Saunders

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Edward C. White, *a Notary Public in and for said County and State,* Ruth Saunders and Garland Smith and Clayton J. Bodily and Bertha C. Bodily

the within named bargainor....., 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* 4th *day of* June, *19* 85

7-27-1986

Commission expires

Notary Public

This instrument was prepared by;
Edward C. White, Atty., 5203 charlotte ave.,
Nashville, Tennessee 37209

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ..., a Notary Public of the State and County aforesaid, personally appeared ..... with whom I am 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.....

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX The consideration for the sale of this property was *this.....day of.....19....* 444

Notary Public

Commission expires.....

INSTALLMENT DEED

From

To Garland Smith and Ruth Saunders

7 8 9 4 7

IDENTIFICATION REFERENCE

RUSH

FEB 27 2 19 PM '86

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TN

Published by

Ticor Title Insurance Company
Public Square Building
344 4th Avenue North
NASHVILLE, TENNESSEE 37219

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 6791 PAGE 284

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
			400.00- CANT.	
			16.40 CSTAX	
			.50 PRFEE	
			6.00 MDEED	
			CHECK	16.90-
			81S0AC2/27/86 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

8947

IDENTIFICATION REFERENCE

FEB 27 2 13 PM '86

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 222638