PREPARED BY:
Hunter Short, Attorney
323 Union Street
Nashville, TN 37201
615/255-7496

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Box 21

# INSTALLMENT DEED

| New Owner: | Send Tax Bills To: | Map & Parcel No.: |
|---|---|---|
| Robert W. Smyth<br>206 North First Street<br>Nashville, TN 37213 | Same | Map 82-146<br>Parcel 46 |

FOR AND IN CONSIDERATION OF the sum of Two Hundred Sixty-six Thousand Six Hundred Forty-eight and 09/100 Dollars ($266,648.09), of which $14,223.89 has been paid in cash by the grantee hereinafter named, the receipt of which is hereby acknowledged, and for the remainder, the said grantee has given his note of even date in the amount of $252,424.20 payable to grantors as therein set out; reference is here made to said note for the terms and conditions thereof; and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed.

We, Gussie A. Freudenthal, Sr., and wife, Elsie C. Freudenthal, hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Robert W. Smyth, herein called grantee, his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

TRACT NO. 1:

Land in Davidson County, Tennessee, being part of Lot No. 1 on the Plan of Wetmore's Second Addition to Edgefield, as of record in Book 11, page 295, Register's Office for said County, more particularly described according to a survey made by Barge, Waggoner & Sumner, Engineers, on August 6, 1971, as follows:

Beginning at an iron pin in the west margin of North First Street, said pin being located 20 feet north from the northwest intersection of North First Street and Oldham Street; thence North 83° 21' West, 218.70 feet to an iron pin in the east margin of Alley No. 314; thence with the margin of said alley, North 9° 33' West, 35.20 feet to another pin; thence North 80° 45' East 210 feet to an iron pin in the west margin of North First Street; thence with the margin of same, South 9° 33' East, 95.10 feet to the beginning.

TRACT NO. 2:

Land in Davidson County, Tennessee, being Lot No. 2 on the Plan of Wetmore's Second Addition to Edgefield , now East Nashville, as of record in Book 11, page 295, Register's Office for said County.

Said Lot No. 2 fronts 50 feet on the westerly side of North First Street and runs back between parallel lines, 210 feet to an alley.

TRACT NO. 3:

Land in Davidson County, Tennessee, being Lot No. 3 on the Plan of M. W. Wetmore's Addition to Edgefield, now East Nashville, as of record in Book 11, page 295, Register's Office for said County.

Said Lot No. 3 fronts 50 feet on the westerly side of North First Street, formerly Whites Creek Pike, and runs back between parallel lines, 210 feet to an alley.

Being the same property conveyed to Gussie A. Freudenthal, Sr., and wife, Elsie C. Freudenthal, by deed of record in Book 6376, page 586, Register's Office for Davidson County, Tennessee.

This is improved property known as 206 North First Street, Nashville, TN 37213.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantee, his 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 for a deed of trust of record in Book 6376, page 590, Register's Office for Davidson County, Tennessee, and 1986 taxes which grantee assumes and agrees to pay.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said real estate to said grantee, his 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 me in hand paid, I, the said grantee herein, do hereby transfer and convey unto Hunter Short, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. I, the said grantee, 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 $~~175~~,000 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. I 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 I 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 I, the said grantee, 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 I 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; I 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 30 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 20 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 courthouse in said county to the highest bidder for cash, at public outcry, free from the equity of redemption, statutory right to redeem property as provided in T.C.A. § 66-8-101, 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 conveyance. I 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. I 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:

First: 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.

Second: To the payment of all taxes which may be unpaid on said premises.

Third: To the payment of all unpaid notes herein secured, and any and all sums expended in the protection of said property, as herein authorized.

Fourth: The residue, if any, will be paid to the grantee herein, his heirs, 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 the said trustee shall be vested in said successor.

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.

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 grantors and grantee, have hereunto set our hands this the 1st day of May, 1986.

Gussie A. Freudenthal, Sr.

Elsie C. Freudenthal

Robert W. Smyth

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Gussie A. Freudenthal, Sr., and wife, Elsie C. Freudenthal, and Robert W. Smyth, the within named bargainors, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 1st day of May, 1986.

Gail H. Moore
Notary Public
My Commission expires: 1-[illegible]

GAIL H. MOORE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE

COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 266,648.69

Affiant

Subscribed and sworn to before me, this the 1st day of May, 1986.

Notary Public
My Commission expires: 1-4-87

GAIL H. MOORE NOTARY PUBLIC DAVIDSON COUNTY TENN.

98217

IDENTIFICATION REFERENCE

MAY 6 1 44 PM '86

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY TN

**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 |
|---|---|---|---|---|
| | | | 266648.09- CAMT. | |
| | | | 252424.20- MAMT. | |
| | | | 693.16 CSTAX | |
| | | | 250.40 MSTAX | |
| | | | .50 PRFEE | |
| | | | 12.00 WDEED | |
| | | | CHECK 956.06- | |
| 10M1A05/06/86 | | | BAL .00 | |

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

98217

IDENTIFICATION REFERENCE

MAY 6 1 44 PM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 244919