Prepared By: Gail Pigg
219 2nd Ave.
1st floor Sou
Nashville, Tn
372

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Everett Smith and wife, Ann Smith	Same	103-1
(NAME)	(NAME)	
6309 Charlotte Road		Par. 140
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, TN 37209		8DA-36549
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

BOOK 6905 PAGE 251

FOR AND IN CONSIDERATION of the sum of Sixty-two Thousand Five Hundred and 00/100---------- *Dollars,*

of which Seven Thousand Five Hundred and 00/100---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Fifty-five Thousand and 00/100---------- *Dollars,*

Everett Smith and wife, Ann Smith

ha.. executed

their joint promissory note, bearing interest at ten percent (10%) per annum and payable over a ten year period in equal monthly installments of $726.83 with the first payment due July 1, 1986 and a like sum on the 1st day of each succeeding month; provided however, the entire principal balance and all accrued interest shall be paid on or before June 1, 1996.

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, Carl P. Gardner and wife, Marilyn Gardner

have this day bargained and sold, and do hereby transfer and convey unto the said Everett Smith and wife, Ann Smith *(successors), heirs and assigns,*

certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 1 on the Plan of the Resubdivision of Commercial Tract No. 2 of the Grinnell Tracts, as of record in Book 3842, page 266, Register's Office for said County, described as follows:

Beginning at a concrete monument on the southeasterly right-of-way of Charlotte Pike, said point being 454 feet northeast from the extended centerline of American Road; thence with said right of way, north 43° 40' east 50.00 feet to an iron pin; thence leaving said right of way, south 46° 20' east 200 feet to an iron pin; thence south 43° 40' west 50 feet to a concrete monument; thence north 46° 20' west 200 feet to the point of beginning.

Being the same property conveyed to Carl P. Gardner by deed from T. M. Grinnell, Trustee, of record in Book 4293, page 485, said Register's Office.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater for this transfer is $ 62,500.00

Subscribed and sworn to before me, this the 30 day of June 19 86

Affiant

My commission expires: 10/24/88 (Affix Seal)

Notary Public

GAIL PIGG
NOTARY PUBLIC
STATE OF TENNESSEE

This conveyance excludes the income from the sign located on the premises and said income shall remain the property of Carl P. Gardner, his heirs or assigns until the note secured by this Installment Deed is paid in full. The said Carl Gardner retains the right to sue the lessee of the sign for default if a default occurs; to enter into a new sign lease agreement and in all respects to deal with sign leasing as fully as if he owned the property; provided, however, no sign larger than the existing sign shall be placed in the property and all rights of Gardner shall cease at such time as the note secured by this installment is paid in full. Grantor shall not negotiate any lease extension beyond the maturity date of the note secured by this instrument.

unimproved ( )
This is improved (X) property, known as 6309 Charlotte Road, Nashville, TN 37209
(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 Everett Smith and wife, Ann Smith, their ..... *(successors), 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 to 1986 taxes and Plan of Record in Bk. 3842, page 266.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Everett Smith and wife, Ann 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 Everett Smith and wife, Ann Smith *hereinafter referred to as trustors, hereby transfer and convey unto* Kimberly Redd, *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 $60,000.00, *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.

BOOK 6905 PAGE 253

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:

the statutory right of redemption is expressly waived.

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 Register's 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.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 30 *day of* June, *19* 86.

Carl P. Gardner

Carl P. Gardner

Marilyn Gardner

Marilyn Gardner

Everett Smith

Everett Smith

Ann Smith

Ann Smith

16327

IDENTIFICATION REFERENCE

JUL 1 2 48 PM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Carl P. Gardner *, a Notary Public in and for said County and State,* Carl P. Gardner and wife, Marilyn Gardner

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* 30 *day of* June, *19* 86.

Carl P. Gardner *Notary Public*

Commission expires 10/21/88

BOOK 6905 PAGE 254

STATE OF Tennessee }
COUNTY OF Davidson }

Personally appeared before me, Carl P. Gardner, *a Notary Public in and for said County and State,* Everett Smith and wife, Ann Smith *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, Tenn *this* 30th *day of* June, 1986.

Carl P. Gardner *Notary Public*

Commission expires 10/24/88

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* .....

Witness my hand and seal, at office in ....., *this* .....*day of* ....., *19*.....

.....*Notary Public*

Commission expires .....

INSTALLMENT DEED

FROM

Carl P. Gardner and wife,

Marilyn Gardner

TO

Everett Smith and wife,

Ann Smith

Chicago Title Insurance Company
First American Center — Phone 255-4631
NASHVILLE, TENNESSEE 37238

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

RECEIVED OF _____

FOR _____ BOOK 6905 PAGE 255

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
			62500.00- CO TX	
			50000.00- MO TX	
			162.50 STAX	
			53.00 MTAX	
			.50 PRFEE	
			12.00 MRTG	
			CHECK	0 3,0
2355A07/01/86 3M				.0

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

16327

IDENTIFI REFERENCE

JUL 1 2 48 PM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 265787