RE-RECORD BOOK 8203 PAGE 151

INSTALLMENT DEED BOOK 6152 PAGE 436

For and in Consideration of the sum of Thirteen Thousand Five Hundred and no/100 ($13,500.00) ---------- Dollars, of which Four Thousand and no/100 ($4,000.00) ---------- Dollars, has been paid in cash by Monica Smithson, unmarried the receipt of which is hereby acknowledged, and for the remainder Nine Thousand and no/100 ($9,000.00) ---------- Dollars, the said Monica Smithson ha executed her installment deed note, dated October 6, 1983, payable to the order of Charles C. Bonds and wife, Rachel Y. Bonds, in the principal sum of Nine Thousand Five Hundred and no/100 ($9,500.00) dollars, payable over a term of seven years, in eighty-four (84) monthly installments of $167.71 each, to be applied first to accrued interest at the rate of 12% per annum, and balance to principal, until the entire amount, both interest and principal has been paid in full. The first installment on said note shall be payable on the 6th day of November, 1983, and thereafter a similar amount of $167.71 shall be paid on the 6th day of each succeeding month until paid in full.

all of said notes bearing 12 per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, we, Charles C. Bonds and wife, Rachel Y. Bonds, ----------

have this day bargained and sold, and do hereby transfer and convey unto the said Monica Smithson, her heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in the 31st Councilmanic District of Davidson County, Tennessee, and being Lot No. 11 on the subdivision of a portion of the Charles C. Bonds and wife's property as of record in Book 4694, page 151, Register's Office for Davidson County, Tennessee, and described according to a survey made by McConnell Engineering on April 13, 1978, as follows:

BEGINNING at a point in the westerly margin of Battle Road at the south corner of a tract of land conveyed by Charles C. Bonds and wife, Rachel Y. Bonds, to Kenneth R. Wright by deed dated March 5, 1982, of record in Book 5858, page 227, Register's Office for Davidson County, Tennessee; thence South along the westerly margin of Battle Road, South 02 deg. 41' 39" west 162.82 feet to the northeast corner of Lot 10 of said subdivision; thence along the northerly margin of said Lot 10 as follows: South 87 deg. 45' 37" West 500 feet to a point; thence South 26 deg. 01' 05" West 385.85 feet to a point, said point being the northwest corner of Lot No. 7 of said subdivision; thence North 05 deg. 00' 00" West 503.50 feet to the Southwest corner of said tract conveyed to Kenneth R. Wright by said deed of record in Book 5858, page 227, said Register's Office; thence along Wright southerly line North 87 deg. 49' 37" East 720.92 feet to the point of beginning, containing 3.50 acres, more or less.

Being part of the property conveyed to Charles C. Bonds and wife, Rachel Y. Bonds, by deed from Dean Greenfield and wife, Bonnie Greenfield, of record in Book 4694, page 151, Register's Office for Davidson County, Tennessee.

This is unimproved ( ) improved (X) property, known as Lot 11, Chas. C. Bonds, Sub., Battle Road, Antioch, TN
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

10/06 57.60- CHECK

3205 THIS DOCUMENT BEING RE-RECORDED FOR THE PURPOSE OF CORRECTING THE LEGAL DESCRIPTION.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Monica Smithson, 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.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Monica Smithson, 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 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 Monica Smithson, unmarried

do hereby transfer and convey unto James Bonds, 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 Monica Smithson

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 $ 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 interst 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 Monica Smithson 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; if 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 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, 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. 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:

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 Monica Smithson, her representatives or assigns.

RE-RECORD BOOK 8203 PAGE 153

CHARLES C. BONDS ET UX)
)
to)
)
MONICA SMITHSON) BOOK 6152 PAGE 436

RE: LOT 11, CHARLES C. BONDS AND WIFE'S SUBDIVISION, ON BATTLE ROAD, RFD, ANTIOCH, TENN., 37013.

RESTRICTIONS AND COVENANTS RUNNING WITH THE LAND.

This conveyance is expressly subject to the following covenants and restrictions to run with the land herein conveyed for a period of twenty (20) years.

1. No residence shall be constructed with less than 1500 square feet of living area, excluding garages and porches.

2. No chickens or hogs to be raised or kept by owners on said premises; any live stock to be kept thereon not to exceed one cow per acre.

3. No trailers, temporary or permanent, shall be placed on said premises.

4. No commercial activity shall be conducted on said premises.

5. No storage of junk cars, no storage of building materials, or other offensive or unsightly storage to be placed on said tract.

6. Said land is not to be subdivided.

7. Subject to any restrictions or limitations issued under the zoning laws of the Metropolitan Government of Nashville and Davidson County, Tennessee.

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 James Bonds, 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 Charles C. Bonds and wife, Rachel Y. Bonds and Monica Smithson, unmarried,

hereunto set our hands at Nashville, Tennessee, this the 6 day of October, 1983.

Charles C Bonds

Rachel Y Bonds

Monica Smithson

RE-RECORD BOOK 8203 PAGE 154

STATE OF TENNESSEE
Davidson County

Personally appeared before me, [illegible], a Notary Public in and for said County and State, the within named Charles C. Bonds and wife, Rachel Y. Bonds, and Monica Smithson,

the bargainors, 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, Davidson County, Tennessee, this 6th day of October, 1983.

[illegible], Notary Public.

Commission Expires Nov. 21, 1985

STATE OF _____
_____ County.

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the bargainor, with whom I am personally acquainted, and who acknowledged that _____ executed the within instrument for the purposes therein contained.

Witness my hand and official seal at _____ this _____ day of _____, 19____

_____, Notary Public.

Commission Expires _____

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 6152 PAGE 440

Before me, , a Notary Public of the State and

County aforesaid, personally appeared ,

with whom I 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

RE-RECORD
BOOK 8203 PAGE 155

this day of , 19 .

, Notary Public.

Commission expires .

(over for additional acknowledgements)

H7-8526

IDENTIF. REFERENCE

Oct 6 11 18 AM '83

RUSH

Sep 26 9 11 AM '90

RE-RECORD

60034

INSTALLMENT DEED

FROM
CHARLES C. BONDS, ET UX

TO
MONICA SMITHSON.

Attorneys Title Company
Tides Guaranteed

NASHVILLE, TENN.

15.00

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO	MAP-PARCEL NUMBERS
Monica Smithson	Same	Part of Map
(NAME) 2206 Hurdwood Dr.	(NAME)	188, Parcel 18 KS Tax: 5D-21515.
(STREET ADDRESS OR ROUTE NUMBER) Nash. Tenn. 37211	(STREET ADDRESS)	
(CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY
Harry G. Nichol, Atty.
219 2nd Avenue, North
Nashville, TN 37201

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ ~~13,500.00~~ Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 6th DAY OF October 19 83.

Notary Public

MY COMMISSION EXPIRES: apr. 21 1985

(AFFIX SEAL)