THIS INSTRUMENT WAS PREPARED BY:
STINNETT & WILKINSON
Attorneys at Law
106 Frey Street
Ashland City, Tennessee 37015

FILE NO.: 3692

ADDRESS NEW OWNER(S) AS FOLLOWS:

James Jefferson Smith
1118 Pennock Ave.
Nashville, Tn. 37207

SEND TAX BILLS TO:
Same

MAP: 82-3
PARCEL: 281

MAIL ENV.
97 JUL 21 AM 9:04
DAVIDSON COUNTY, TN
IDENTIFICATION REFERENCE
0328122

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of Thirty Four Thousand and 00/100 Dollars ($34,000.00) of which $8,500.00 has been paid in cash by the Grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said Grantee has executed his promissory lien note of even date herewith, payable to the order of **BILLY W. BROWN**, in the principal sum of $25,500.00, payable five (5) years from date, in 20 quarterly installments of $1,641.58 each, said quarterly installments include interest at the rate of 9-1/2% per annum; 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.

I, **BILLY W. BROWN, unmarried**, hereinafter called the Grantor, have this day bargained and sold, and do hereby transfer and convey unto **JAMES JEFFERSON SMITH, unmarried**, hereinafter called Grantee, his heirs and assigns, certain real estate located in Davidson County, Tennessee, as follows:

> **BEING Lot No.** 17 on the Map of Crutcher Bros. Subdivision of a part of the Lucy H. Lindsley Property, of record in Book 161, Page 158, Register's Office for said County.
>
> **Said Lot No.** 17 fronts 50 feet on the westerly side of Pennock Street and runs back between parallel lines 150 feet to an alley.
>
> **BEING** the same property conveyed to Billy W. Brown, by deed from Linda M. Hickerson, Executrix of the Estate of James Earl McKinney, Deceased, of record in Book 10377, Page 294, Register's Office for Davidson County, Tennessee.
>
> This is the same description as in the previous deed of record.

This is improved property known as 1118 Pennock Avenue, Nashville, Tennessee 37207.

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. I covenant that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

I further covenant and bind myself, my 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 note or notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the nonpayment of said note or notes, as it matures, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, we, the said Grantees herein do hereby transfer and convey unto **Wm. G. Wilkinson, Trustee, Attorney at Law, 106 Frey Street, Ashland City,**

Tennessee 37015, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. We, the said Grantees do hereby agree to keep all buildings now on, or to be hereafter erected on said property, insured with some reliable fire insurance company or companies for at least the sum of $insb. value until the note or 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 note or notes, as his interest may appear. We 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 we fail to do either, then the said Trustee, or the lawful owner and holder of said note or 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 we, the said Grantees, shall pay the note or 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 we fail to pay any one of said note or notes or part thereof, promptly at maturity, or if failing to pay taxes, keep up repairs or keep said premises insured as herein provided; we fail to reimburse the Trustee or lawful owner and holder of said note or notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said note or notes, within thirty (30) days from date of such payment, this trust conveyance shall remain in force and effect, and at the option of the lawful owner and holder of said note or notes, or any of said note or notes then past due and unpaid, all remaining unpaid note or 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 (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, the statutory right 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 conveyance. We agree that the Trustee may at any time, after default in the payment of any one of said note or notes, enter and take possession of said property, and shall only account for the net rents actually received by him. We 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 sum expended in the protection of said property, as herein authorized.

4th. The residue, if any, will be paid to the Grantees herein, their 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 note or 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 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.

Maximum principal indebtedness for Tennessee recording tax purposes is $25,500.00.

IN WITNESS WHEREOF, we, the said Grantor and Grantee, have hereunto set our hands this the 14th day of July, 1997.

GRANTOR:

Billy W. Brown
BILLY W. BROWN

GRANTEE:

James Jefferson Smith
JAMES JEFFERSON SMITH

****

STATE OF TENNESSEE]
COUNTY OF CHEATHAM]

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **BILLY W. BROWN** and **JAMES JEFFERSON SMITH**, the 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 Ashland City, Tennessee, this 14th day of July, 1997.

James W. Stinnett
Notary Public

JAMES W. STINNETT, JR. NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

My Commission Expires: 4-9-2000

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STATE OF TENNESSEE]
COUNTY OF CHEATHAM]

The actual consideration or value, whichever is greater, for this transfer is $34,000.00.

James Jefferson Smith
Affiant

Subscribed and sworn to before me, this the 14th day of July, 1997.

James W. Stinnett
Notary Public

JAMES W. STINNETT, JR. NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

My Commission Expires: 4-9-2000

6516 07/21 0101 DEED 13.50

jb:3692Deed.dee

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 10535 PG 749

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

CAMT 34000.00
MAMT 25500.00
CON TX 128.80
MOR TX 27.03
PRFEE 1.00
WDEED 12.00
TOTAL 168.83
CHECK 168.83
07/21/97 01 09:08 0002 6516

VOID
CON TX 128.80-
CON TX 125.80
~~TOTAL 3.00-~~
~~CHECK 3.00-~~
07/21/97 01 09:13 0001 6517
6517 07/21 0101 03CHECK 3.00-

TOTAL: $165.83

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0328122

IDENTIFICATION REFERENCE

97 JUL 21 AM 9:04

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN

No. 1176216