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INSTALLMENT DEED

This document prepared by Jon L. Setzer, Attorney-At-Law, 95 White Bridge Road, Cavalier Bldg., Suite 505, Nashville, Tennessee 37205

FROM: Mr. Clell W. Smith and wife, Geraldine Smith, Trustees U/A/D September 5,1995.

TO: Douglas Ray Smith

MAP AND PARCEL NUMBERS: 120-9, Par. 88, 02DA-43982

Mail

ADDRESS OF TAXPAYER: 1407 Winthorne Drive
Nashville, TN 37217

SEND TAX BILLS TO: (SAME)

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $[redacted]. 80,000 (20,000 yr)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

This actual consideration or value, whichever is greater, for this transfer is $120,000.00.

Clell W. Smith
Affiant

5154 10/19 0101 03CHECK 552-70

Subscribed and sworn to before me, on this day NOV 0 3 1997

Notary Public Jon L. Setzer

Nov. 28, 1998
My Commission Expires:

For and in consideration of the sum of One Hundred and Twenty Thousand Dollars ($120,000.00) and execution of a certain Installment Deed Note by the Grantee, and to secure the payment of a certain Installment Deed Note executed by the Grantee in favor of the Grantors, including all principal and interest a **lien is expressly retained on the property herein conveyed** and the Grantors, Clell W. Smith and wife, Geraldine Smith, hereby transfer and convey to Douglas Ray Smith, herein called Grantee, their heirs and assigns, certain real estate in Davidson County, Tennessee, described as follows:

Being Lot No. 5A52 on the Plan of Glengarry Park, Section 5A, of record in Book 7139, Page 686, Register's Office for Davidson County, Tennessee.

Said Lot No. 5A52 fronts 87 feet on the southeasterly side of Dunalie Drive and runs back 227.9 feet on the northeasterly line and 227.3 feet on the southwesterly line to a dead line in the rear on which it measures 79.5 feet.

Being same property conveyed to Clell & Geraldine Smith recorded in book 7139 page 686.

This Improved property is known as 508 Dunailie Drive, Nashville, TN 37217.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging to the said Grantees, their heirs and assigns. The Grantors covenant that they 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.

AND NOW, for the purpose of better and more effectually securing the payment of that certain lien note, 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, we, the said Grantees herein do hereby transfer and convey unto Jon L. Setzer, Attorney, his successors and assigns, the real estate herein before described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. Now, if we, the said grantees, 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 we 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; we 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 case, at public outery, free from the equity of redemption, the statutory right of redemption, homestead, dower, statutory or elective rights, 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 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 deliver 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 advise 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 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 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 Stewart 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 this trusteeship.

IN WITNESS WHEREOF, I , the said grantor and grantee, have hereunto set our hands this the 3rd day of November 1997.

C.W. Smith Trustee (C.W. Smith)
GRANTOR: C.W. SMITH

Geraldine Smith trustee
GRANTOR: GERALDINE SMITH

STATE OF TENNESSEE
COUNTY OF DAVIDSON
Personally appeared before me, JON L. SETZER, a Notary Public in and for said County and State, the within named C.W. Smith, the Bargainor 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 Nashville, Tennessee, on NOV 0 3 1997.

Notary Public My Commission Expires: Nov. 28, 1998

GRANTEE: Douglas Ray Smith

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, JON L. SETZER, a Notary Public in and for said County and State, the within named Douglas Ray Smith, the Bargainor 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 Nashville, Tennessee, on NOV 0 3 1997.

Notary Public My Commission Expires: Nov 28, 1998

This document prepared by:
Jon L. Setzer
Attorney-At-Law
Suite 505, Cavalier Bldg.
95 White Bridge Road
Nashville, Tennessee 37205

98 OCT 19 PM 2:24
BILL GARNETT REGISTER
DAVIDSON COUNTY, TN.

IDENTIF. & REFERENCE
050140

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

CAMT 120000.00
MAMT 80000.00
CON TX 444.00
MOR TX 89.70
PRFEE 1.00
MDEED 16.00
CFEE 2.00
TOTAL 552.70
CHECK 552.70

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK
10/19/98 01 14:27 0001 5154

050140

IDENTIF. & REFERENCE

98 OCT 19 PM 2:24

BILL GARRETT REGISTER
DAVIDSON COUNTY, TN.

No. 1360370