This space for Register's Office:

BOOK 11574 PAGE 233

99 JUL 15 PM 2:43

REFERENCE

PREPARED BY (AND RETURN TO)
James C. Smith
P.O. Box 1934
Anitoch, Tennessee 37011-1934

ADDRESS NEW OWNER:
Donna Rivera
312 Cedarcliff Road
Antioch, Tennessee 37013

SEND TAX BILLS TO:
SAME

Tax Map 150-9-175

INSTALLMENT DEED

KNOW ALL MEN BY THESE PRESENTS:

FOR AND IN CONSIDERATION of the sum of Ten Thousand and No/100 of which no monies have been paid, the receipt of which is hereby acknowledged, and for the remainder of which shall be paid as following to whit:

Said Grantee, having executed an installment deed note of even date in the principal sum of Ten Thousand Dollars payable in 180 equal monthly installments of EIGHTY NINE AND 88/100 ($89.88) DOLLARS per month, first installment due and payable one month from even date and a like amount on the same day of each succeeding month until entire amount, both principal and interest, has been paid in full. Note bears interest at a rate of 7% per annum and monthly payments include interest. Said note is payable to the order of James C. Smith, and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien expressly retained on the land herein conveyed, **James C. Smith** have this day bargained and sold, and hereby transfer and convey into the said **Donna Rivera** certain real estate in Davidson County, Tennessee, as follows:

Being all of Lot No. 103, on the plan of Forest View Park, Phase II, Section V, as shown on survey and plat of same appearing of record in Plat Book 6250, page 458, of the Register's Office of Davidson County, Tennessee, to which reference is hereby made for a more complete and accurate description of said lot.

Being the same property conveyed to James Clifton Smith, unmarried, by deed form Edward C. Seddon, unmarried, of record in Deed Book 9753, Page 136, Register's Office for said County.

This conveyance is subject to Restrictive Covenants of record in Deed Book 6569, Page 294, Register's Office for said County.

This is improved property, known as: 312 Cedarcliff Road Antioch, TN 37013

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantees, 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.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Grantee, their (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 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 Grantees hereinafter referred to as trustors, hereby transfer and convey into Robert Rutherford, 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 agrees to keep all building now on, or to be hereafter erected on said property, insured in some reliable fire insurance company, or companies, for the sum of $ (replacement cost) or at least the maximum insurable value, until the indebtedness herein secured is fully paid, and to have the loss, if any made payable in the policy, or polices, 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 assessment 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 will adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvement 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 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 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 and shall be and become a part of the indebtedness secured hereby.

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 installments 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 of 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 statutory right or 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 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 of trustee fails, before selling the 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 fellows:

1st To the payment of all costs, charges and expenses of executing this conveyance and enforcing said lien ad herein provided, also reasonable attorney's fees for advise in the premise, 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 to do so, 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 Registers Office for Davidson County, Tennessee, and the title herein conveyed to the above named trustee shall be vested in said successor.

Whenever used, the singular shall include the plural, the plural the singular and the use of any gender shall be applicable to all genders.

Witness our hands this 1st day of May, 1999, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

James Clifton Smith

James Clifton Smith

Donna Rivera

Donna Rivera

State of Tennessee
County of Davidson

BEFORE ME, the undersigned authority, on this day personally appeared **James Clifton Smith**, grantor, and **Donna Rivera**, grantee, known to me to be the person whose name is subscribed to the foregoing document, who on oath stated to me that they executed the same for the purposes and consideration therein expressed, and acknowledged the same to be their free act and deed.

SUBSCRIBED AND SWORN TO BEFORE ME this 1st day of May 1999.

Kimberly R. Parker

Notary Public in and for the State of Tennessee
My Commission Expires: 2-18-0

KIMBERLY R. PARKER NOTARY PUBLIC AT LARGE RUTHERFORD COUNTY, TENN.

'Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $ 10,000.00 .

STATE OF TENNESSEE
COUNTY OF DAVIDSON

AFFIDAVIT

The undersigned declares under oath that the actual consideration or value, whichever is greater, for this transfer is $10,000.00

Affiant

Sworn and subscribed before me on May 1st, 1999.

Kimberly R. Parker

Notary Public
My Commission Expires: 2-18-0

KIMBERLY R. PARKER NOTARY PUBLIC AT LARGE RUTHERFORD COUNTY, TENN.

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

OFFICIAL RECEIPT

BILL GARRETT
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

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	CFEE - COMPUTER FEE	PRFEE - PROBATE FEE

BOOK 11574 PAGE 235

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[illegible]	10000.00
[illegible]	10000.00
CON TX	37.00
MOR TX	9.20
PRFEE	1.00
MISC	8.00
CFEE	2.00
TOTAL	57.20
CHECK	57.20

07/15/99 01 14:47 0001 2868

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

No. 1491199