Mail tax bill to Floyd Sims, Dowelltown, Tenn. Parcel No. W14-2530

INSTALLMENT DEED J. R. WEST FORM BOOK 3818 PAGE 382

For and in Consideration of the sum of $3,000.00

Three Thousand and 00/100 - Dollars,

of which Two Thousand and 00/100 - - - - - - - - - - - - - - - - - - - Dollars,

has been paid in cash by Floyd Sims and wife, Ollie Sims

the receipt of which is hereby acknowledged, and for the remainder $1,000.00

One Thousand and 00/100 - Dollars,

the said Floyd Sims and wife, Ollie Sims have executed their promissory note of even date herewith, payable to Eunice Patton, in monthly installments of $58.24, including principal and interest at the rate of 6% per annum, the first of said paymnets to be made on November 18, 1964, and a like payment on the 18th day of each succeeding month thereafter until the entire amount of principal and interest is paid in full, said payments to be applied first to interest, balance to principal.

all of said notes bearing six 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, I, Eunice Patton, a widow

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have this day bargained and sold, and do hereby transfer and convey unto the said Floyd Sims and wife, Ollie Sims, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 90 in Maury and Claiborne's Addition to Nashville of record in Book 21, pages 84 and 85, Register's Office for Davidson County, Tennessee.

Said Lot No. 90 fronts 35 feet on the east side of Claiborne Street and runs back between parallel lines, with the southerly margin of Green Street, 165 feet to a 20 foot alley.

Being the same real property conveyed to Sam Patton and wife, Eunice Patton by deed from Caldonia Patton, dated January 27, 1956, filed January 27, 1956 and recorded in Book 2490, page 227, the said Sam Patton having since died.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Floyd sims and wife, Ollie Sims, their 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 said real estate to said Floyd Sims and wife, Ollie Sims, their 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 us in hand paid, we, the said Floyd Sims and wife, Ollie Sims

do hereby transfer and convey unto Thomas O. H. Smith, Trustee 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 Floyd Sims and wife, Ollie Sims

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 $1,000.00 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 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 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 Floyd Sims and wife, Ollie Sims 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 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. 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 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 Floyd Sims and wife, Ollie Sims 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 Davidson County, Tennessee, and the title herein conveyed to Thomas O. H. Smith, Trustee, shall be vested in said successor.

IN WITNESS WHEREOF, we, the said Eunice Patton and Floyd Sims and wife, Ollie Sims hereunto set our hands at Nashville, Tennessee, this the 5th day of October 1964

Eunice Patton

Floyd Sims

Ollie Sims

STATE OF TENNESSEE
Davidson County.

Personally appeared before me, Thomas O. H. Smith, Jr., a Notary Public in and for said County and State, the within named Eunice Patton, Floyd Sims and Ollie Sims

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the bargainor s, 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 5th day of October, 1964

Commission Expires 1-19-66 , Notary Public.

STATE OF _____

_____ **County.**

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

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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

BOOK 3818 PAGE 985

STATE TAX $ 4.50
PROBATE 50
TOTAL $ 5.00

OCT 5 1964

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
PAID OCT 5 1964.

CT

53153

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

OCT 5 3 41 PM '64

NOTE BOOK 110 PAGE 173
RECORDING FEE $ 2.50
DEP. REG. 2



NASHVILLE, TENNESSEE

Guaranty Title Company

A DIVISION OF

Kansas City Title Insurance Company

S.W. Corner 3rd and Union

INSTALLMENT DEED

FROM

Eunice Patton

TO

Floyd Sims et ux

