Installment Deed

BOOK 4034 PAGE 403

This instrument prepared by Bass, Berry & Sims 1000 Am. Trust Bldg

ADDRESS NEW OWNER (S) AS FOLLOWS	SEND TAX BILLS TO	MAP PARCEL NUMBERS
James R. Simpson et ux (NAME)	Same (NAME)	60 -7
2925 Lyndale Drive (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	36
Nashville, Tennessee (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of THIRTEEN THOUSAND FIVE HUNDRED AND NO/100ths ($13,500.00)----------*Dollars,*

of which EIGHT HUNDRED FIFTY TWO AND 06/100ths ($852.06)----------

----------*Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder of $12,647.94, Grantees, James R. Simpson and wife Diane Wright Simpson assume and agree to pay the sum of $11,407.94, being the unpaid principal balance of a promissory note dated April 3, 1957, for $13,900.00 signed by Grantors as makers and payable to Guaranty Mortgage Company and assigned to the Bowery Savings Bank by instrument of record in Book 2615, Page 209 in Register's Office of Davidson County, Tennessee and which note is secured by a Deed of Trust to Herschel Greer, Trustee, on the property hereby conveyed, of record in Book 2614 Page 575 said register's office; and Grantees have executed and delivered their promissory note of even date herewith payable to the order of Grantors in the amount of $1,240.00, bearing interest at the rate of 6% per annum from August 1, 1966, and payable in 36 consecutive monthly installments of principal and interest aggregating $37.72 each, beginning September 1, 1966,

and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed, we, Roy Hix Clark and wife Mary Saunders Clark

have this day bargained and sold, and do hereby transfer and convey unto the said James R. Simpson and wife, Diane Wright Simpson

(successors), heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 126 on the Plan of Section 4, Hillhurst Acres, as of record in Book 2331, page 36, Register's Office for said County. Said Lot No. 126 fronts 130 feet on the westerly side of Lyndale Drive, and extends back 309.6 feet on the northerly line and 309.3 feet on the southerly line to a dead line in the rear, on which it measures 98.9 feet. Being the same property conveyed to Roy Hix Clark and wife, Mary Saunders Clark, by deed from Gaines and Gregory Construction Company, Inc., as of record in Book 2642, page 611, said Register's Office.

By instrument entitled "Option to Purchase Property" dated June 27, 1966, Grantors grant an option to the Tennessee Department of Highways to acquire an easement containing 0.05 acres (more or less) over the above described property for the construction and maintenance of a high pressure gas line, the description of the easement with respect to which the option was granted being described as follows:

> Being part of Lot No. 126 on the Plan of Section 4, Hillhurst Acres, of record in Book 2331, page 136, Register's Office, Davidson County, Tennessee.
>
> Beginning at a point in the Southwest corner of said lot No. 126 and runs with the rear line of said Lot Northerly 98.9

feet to a point; thence with the North line of said Lot Easterly 17 feet to a point; thence with a line which is East of and at all points 50 feet from the East Right of Way line of I-65, in a Southerly direction, 111 feet to a point in the South line of said lot No. 126; thence with said line Westerly 54 feet to the point of beginning, containing 0.05 acres, more or less, and being a part of the same land conveyed to Roy Hix Clark and wife, Mary Saunders Clark, by deed of record in Book 2642, page 611, Register's Office, Davidson County, Tennessee.

This conveyance is made subject to said option and the right of the optionee to acquire said easement and Grantors reserve to themselves the entire consideration for said option and for the easement if the option be exercised, and Grantees agree that they will (without additional consideration to them other than this conveyance) join in any conveyance necessary to convey and grant the above described easement to the purchaser of said easement if said option be exercised.

This is unimproved ( ) improved (X) property, known as 2925 Lyndale Drive, Nashville, Tennessee
(House Number) (Street) P. O. Address: (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said James R. Simpson and wife Diane Wright Simpson their ~~successors~~ *heirs and assigns forever.* 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,* except as above set forth, 1966 taxes which have been prorated and assumed by Grantees, easement for gas line or lines of record in Book 2492, Page 62 and 67 said Register's Office, restrictions of record, and owner's certificate, set back line and public utility easement shown on recorded plan.

Grantors *further covenant and bind* themselves, their *heirs and representatives, to warrant and forever defend the title to said real estate to said* James R. Simpson and wife, Diane Wright Simpson, 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 the 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 James R. Simpson and wife, Diane Wright Simpson *hereinafter referred to as trustors, hereby transfer and convey unto* W. W. Berry, *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 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 the sum of $ 12,500.00 *, or at least the maximum insurable value, until the indebtedness herein secured is 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 or holder of said indebtedness as his interest may appear.*

Trustors further agree to pay all taxes and assessments 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 shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements 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 the costs and

expenses of such appearance or proceedings [illegible] reasonable attorney's fee, shall be allowed, and be payable by trustors upon demand of the trustee or lawful owner or holder 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 from the date of payment 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 installment 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, with 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 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. 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 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 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 so to do, 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 Register's Office for Davidson County, Tennessee, and the title herein conveyed to the above named trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 6 day of July, 1966.

Roy Hix Clark

Mary Saunders Clark

James R. Simpson

Diane Wright Simpson

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, William J. Wiseman, a Notary Public in and for said County and State, Roy Hix Clark and wife, Mary Saunders Clark

the within named 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 7th day of July, 1966.

William J. Wiseman
Notary Public

Commission expires 1969

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, [illegible] *a Notary Public in and for said County and State,* James R. Simpson and wife Diane Wright Simpson

the within named 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, Davidson County, Tennessee *this* 6th *day of* June, *19* 66

Commission expires 8-26-69 *Notary Public*

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, ... *a Notary Public of the State and County aforesaid, personally appeared* ..... *with whom I am 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 corporatoin by* ..... *self as* .....

Witness my hand and seal, at office in ..... *this* .....*day of* ....., *19*.....

..... *Notary Public*

Commission expires.....

STATE TAX $ 24.75
PROBATE 50
TOTAL $ 24.75

JUL 11 1966

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
PAID JUL 11 1966

INSTALLMENT DEED

FROM Roy Hix Clark et ux

TO James R Simpson et ux

35023

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

JUL 11 12 03 PM '66

NOTE BOOK 114 PAGE 449
RECORDING FEE $ 2.25
DEP. REG. 3

Compliments of
Guaranty Title Company
A Division of
Kansas City Title Insurance Company
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE