BOOK 4417 PAGE 429

Installment Deed

This Instrument Was Prepared By
Nancy W. Pedigo (me
Of The Law Firm Pedigo & Saindor
Stahlman Building: Nashville, Tennes

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Wilson Sims et ux.	Same	
(NAME:) American Trust Building	(NAME:)	MAP 104-B
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tennessee	(STREET ADDRESS)	PAR 105
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	TP

FOR AND IN CONSIDERATION of the sum of Twenty Seven Thousand Five Hundred and no/100 ----------($27,500.00) ---------- *Dollars,*

of which Seven Thousand Five Hundred and no/100 ----------($7,500.00) ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Twenty Thousand and no/100 -------- ----------($20,000.00) ---------- *Dollars,*

Wilson Sims and wife, Linda Bell Sims *have* executed their promissory note of even date herewith in the amount of $20,000.00 payable to the order of Thelma Williams in eight semi-annual installments of $2,500.00 each, plus interest at the rate of 7% per annum on the unpaid principal balance; the first installment falling due November 12, 1970 and the others on the 12th day of each May and November thereafter until said note is paid in full,

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, I, Thelma Williams,

have this day bargained and sold, and do hereby transfer and convey unto the said

Wilson Sims and wife, Linda Bell Sims, their

(successors), heirs and assigns,

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

Being the southerly part of lot No. 3 and the northeasterly part of lot No. 4 on the Map of Mrs. P. J. Tinsley's Addition to Nashville, recorded in book 421, page 91, Register's Office for said County, and described according to a survey made by W. B. Southgate, Surveyor, April 23, 1925, as follows:
Beginning on the westerly margin of 21st Avenue South, formerly Hillsboro Pike, at a point 40 feet 5 inches northerly from the northwest corner of Carlton Avenue and 21st Avenue South, in the center of this lot and the lot immediately south, shown on the plan of the survey as the Theatre Entrance; thence northerly with the west margin of 21st Avenue South 17 feet 8-1/2 inches to the center of a wall between this lot and the lot immediately north; thence at a westerly direction 65 feet 3 inches with the center of said wall and continuing westerly and passing through the mouth of an 8 foot court, in all 73 feet 3 inches to a point in the eastern line of the line of Hillsboro theatre lot; thence at right angles southerly 17 feet 8-1/2 inches to the northwest corner of said theatre lot entrance; thence easterly with the center of said first mentioned wall 73 feet 3 inches to the beginning.
Being the same property conveyed to Marion A. Williams and wife, Thelma Williams, by deed from George C. Fariss and wife, of record in book 3827, page 350, Register's Office for said County, the said Marion A. Williams having since died.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $27,500.00

Subscribed and sworn to before me, this the 13th day of May 1970

Thelma Williams
Affiant

My commission expires: January 6, 1972 (Affix Seal)

Mary Ensley
Notary Public

MARY ENSLEY NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

unimproved ( ) This is improved (X) property, known as 1717 21st Avenue South, 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 Wilson Sims and wife, Linda Bell Sims, their *(successors), 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,* except taxes for 1970 which are prorated and assumed by the grantees; and by an unrecorded lease dated December 11, 1968, to The Singer Company which lease is assigned to the Grantees.

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Wilson Sims and wife, Linda Bell Sims, 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 Wilson Sims and wife, Linda Bell Sims, *hereinafter referred to as trustors, hereby transfer and convey unto* L. R. Grimes, Jr., *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 $ ---, *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, together with a 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 12th *day of* May, *19*70.

Thelma Williams

Larsen Sims

Linda Bell Sims

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Mary Ensey, *a Notary Public in and for said County and State,* Thelma Williams,

the within named bargainor....., with whom I am personally acquainted, and who acknowledged that she *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville, Tennessee, *this* 13th *day of* May, *19*70.

Mary Ensey
Notary Public

MARY ENSEY NOTARY PUBLIC LARGE STATE OF TENNESSEE

Commission expires June 6, 1972

STATE OF TENNESSEE }
COUNTY OF DAVIDSON } BOOK 4417 PAGE 432

Personally appeared before me, J. O. Bass Jr., *a Notary Public in and for said County and State,* Wilson Sims and wife, Linda Bell Sims,

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, Tennessee
this 13th *day of* May, *19* 70.

J. O. Bass, Jr. *Notary Public*

J. O. BASS, JR. NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Commission expires 1-31-72

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 corporation by .....*self as* .....

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

.....*Notary Public*

Commission expires .....

Quarnty Title 207358

INSTALLMENT DEED

FROM
Thelma Williams

TO
Wilson Sims et ux.

A 7 7 4 3 8

IDENTIF. REFERENCE

MAY 14 1 29 PM '70
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

MAY 14 70	CONV	27,500.00			
MAY 14 70	MORT'G	20,000.00			
MAY 14 70	S'TAX		A*	71.50	
MAY 14 70	S'TAX		A*	18.00	
MAY 14 70	PR'FEE		A*	.50	
MAY 14 70	W'DEED		A*	6.00	* 96.00

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NASHVILLE, TENNESSEE