Installment Deed

BOOK 4557 PAGE 539

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
~~Mr. & Mrs. T.W. Simmons~~ (NAME)	~~TO OWNERS AT OPPOSITE~~ (NAME)	93-16
61Donelson Street (STREET ADDRESS OR ROUTE NUMBER)	ADDRESS (STREET ADDRESS)	349
Nashville, Tenn. (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of THIRTY SEVEN HUNDRED ($3700.00) *Dollars,* *of which* Five Hundred ($500.00) *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* of Thirty Two ($3200.00) *Dollars,* the vendees, Timothy William Simmons and wife, Ruby Simmons have *executed* their joint promissory note of even date herewith in said amount of $3200.00, bearing interest from date on the unpaid balances at the rate of 7 per cent per annum, being payable at the rate of $50.00 on the 1st day of each month, all payments to be credited first to interest to date of payment and the remainder in reduction of the principal; said note is payable to the order of Walter M. Parrish at such place in Davidson County, Tenn. as the holder may direct, demadd, notice and protest is waived, all of balance may be declared due upon default in any payment for as much ass thirty days, the first payment being due January 1, 1972 *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, Walter M. Parrish and wife, Mary F. Parrish *have this day bargained and sold, and do hereby transfer and convey unto the said* Timothy William Simmons and wife, Ruby Simmons, their XXXXXXX *heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Being the south half of lot number 17, of Block "C" in the Hermitage Addition to Nashville, Tennessee; a plan of which is recorded in Book 57, page 43 Register's Office for said County.
Said part of said lot fronting 35 feet on the East side of Donelson Street and running back between parallel lines and along the northern margin of Robertson Street, 150 feet to an alley.
Being the same property conveyed to Walter M. Parrish by deed from R.N. Parrish et ux, of record in book 971, page 647, said Register's Office.

This Instrument was prepared by E. T. Hollins Jr., Atty. Nashville, Tenn.

DEC-15	CONV		*3,700.00
DEC-15	MORT'G		*3,200.00
DEC-15	S'TAX	A*	9.62
DEC-15	S'TAX	A*	1.20
DEC-15	PR'FEE	A*	.50
DEC-15	DEED	A*	4.00

STATE OF TENNESSEE } The actual consideration or value whichever is greater, for this transfer is $ 3,700.00
COUNTY OF DAVIDSON }

Subscribed and sworn to before me, this the 1 day of [illegible] 19 71.

Mrs Ruby Simmons
Affiant

My commission expires: Oct 19-1975 (Affix Seal)

M. L. [illegible]
Notary Public

~~unimproved~~ This is improved (X) property, known as 61 Donelson Street, Nashville, Tenn.
(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 Timothy William Simmons and wife, Ruby Simmons, their XXXXXX *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.* XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Timothy William Simmons and wife, Ruby Simmons, their XXXXXX *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 Timothy William Simmons and wife, Ruby Simmons *hereinafter referred to as trustors, hereby transfer and convey unto* E.T. Hollins 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 $ 3000.00 *, 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, 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, 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 Registers 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.

Witness our hand S this 1st day of December, 1971, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

Walter M. Parrish — Mary F. Parrish

his
Timothy Willism Simmons — Mrs. Ruby Simmons
Timothy William Simmons — Ruby Simmons

witness Mark: Patricia Ann Brittain

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Elva S. Christopher, a legally appointed deputy clerk of the County Court for said County and State, Walter M. Parrish and wife, Mary F. Parrish; ~~Timothy William Simmons and wife, Ruby Simmons~~ two of 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 office in Nashville, Davidson County, Tennessee, this 1st day of December, 19 71

Elva S. Christopher
Deputy County Court Clerk

Commission expires

#42202

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Timothy William Simmons and wife, Ruby Simmons, two of 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 Office in Nashville, Tennessee, this the 1st day of December 1971.

M L Randell
Notary Public

My commission expires: Oct 19-1975

INSTALLMENT DEED

FROM Walter M. Parrish et ux

TO Timothy William Simmons et ux

B 39720

IDENTIF. REFERENCE

DEC 1 12 34 PM '71

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Compliments of

GUARANTY TITLE

Office of

CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE