THIS INSTRUMENT WAS PREPARED BY:

JOHN G. DOAK, ATTORNEY
2525 LEBANON ROAD
NASHVILLE, TENNESSEE 37214

BOOK 1672 PAGE 986

INSTALLMENT DEED

FROM:

R. L. FREEMAN, TRUSTEE

TO:

BILLY JOE SIMONS and wife,

CAROLYN CHILTON SIMONS

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $15500.00

Billy Joe Simons
AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 1st DAY OF JANUARY, 1973.

NOTARY PUBLIC

MY COMMISSION EXPIRES:
11 Aug 75

ADDRESS NEW OWNERS AS FOLLOWS:

BILLY JOE SIMONS et ux,
4102 Kennedy Ave
Nash Tenn

SEND TAX BILLS TO:

FIDELITY FED. S. & L. ASSOC.
401 UNION STREET
NASHVILLE, TENNESSEE

MAP-PARCEL NOS.

Map 61-16
Par 93

FOR AND IN CONSIDERATION of the sum of EIGHTEEN THOUSAND FIVE HUNDRED AND no/100 ($18,500.00) Dollars and other good and valuable considerations including grantees agreement to assume and to pay the balances on the mortgages on the premises of record in Book 3411, page 555, Register's Office for Davidson County, Tennessee; and for the remainder grantees have executed their installment deed note of even date payable to the order of R. L. FREEMAN, TRUSTEE, in the principal amount of Fifty Seven Hundred Fifty Three and 84/100 ($5753.84) Dollars plus interest at the rate of eight (8%) percent per annum payable in one hundred eighty (180) equal, successive, monthly installments of Fifty Five and 01/100 ($55.01) Dollars each commencing on the 1st day of February, 1973, and continuing until the same is paid in full; and,

providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest and attorney's fees, a lien is expressly retained on the land herein conveyed,

R. L. FREEMAN, TRUSTEE, with full power to mortgage, sell, transfer, or convey any part or all of the same without the joinder of any beneficiary, hereinafter called the grantor, has this day bargained and sold, and does hereby transfer and convey unto

BILLY JOE SIMONS and wife, CAROLYN CHILTON SIMONS, herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

THIS is improved land known as 4102 Kennedy Avenue, Nashville, Tennessee, and being more accurately described as follows:

LAND in Davidson County, Tennessee, being part of Lot No. 39 on the Map of Kennedy and Graves' Plan of Monte Vista as of record in Book 421, page 143, Register's Office for said County, and also a triangular strip of land described according to a survey made by Hickerson and Johnson, Engineers, dated May 25, 1962. Said part of Lot No. 39 and said triangular strip is described as follows:

BEGINNING at a point in the easterly margin of Kennedy Avenue at a point 105 feet north of the northeast intersection of Kennedy Avenue and McAlpin Avenue; thence easterly 119.5 feet to a point in the dividing line between Lots Nos. 39 and 41 on said plan, thence northerly along said dividing line 87 feet to an iron pin; thence westerly 104.7 feet to the easterly margin of Kennedy Avenue; thence southwardly along the east margin of said Avenue 93 feet to the point of beginning.

BEING part of the same property conveyed to R. L. Freeman, Trustee by deed from Residential Investments, Inc., of record in Book 4354, page 241, Register's Office for Davidson County, Tennessee.

B9155

IDENTIF. REFERENCE

JAN 18 10 28 AM '73

FELIX A. ... REGISTER
DAVIDSON COUNTY, TENN.

JAN 18 73	CONV	18,500.00				
JAN 18 73	MORT'G	15,753.8[illegible]				
JAN 18 73	S'TAX		A*	48.10		
JAN 18 73	S'TAX		A*	3.80		
JAN 18 73	PR'FEE		A*	.50		
JAN 18 73	W'DEED		A*	6.00	*	58.40

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TO HAVE AND TO HOLD the said real estate, with the appurtenances, title and interest thereto belonging, to the said grantees, their heirs and assigns forever. We covenant that we are lawfully seized and possessed of said real estate, that we have a 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 the said real estate to said grantees, 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 hereinafter provided, and for the consideration of one dollar, to us in hand paid, we, the said grantees herein do hereby transfer and convey unto John C. Doak, Trustee 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 grantees 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 $ full insurable value 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 grantors, 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, as 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 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 advise 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 the grantees herein, their heirs, 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 the said Trustee shall be vested in said successor.

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

Said trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

IN WITNESS WHEREOF, we, the said grantors and grantees, have hereunto set our hands this the 1st day of January, 19 73.

R. L. Freeman, Trustee
R. L. FREEMAN, TRUSTEE

Billy Joe Simons
BILLY JOE SIMONS

Carolyn Chilton Simons
CAROLYN CHILTON SIMONS

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 R. L. FREEMAN, TRUSTEE and BILLY JOE SIMONS and wife, CAROLYN CHILTON SIMONS the 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 Tennessee, this 1st day of Jan., 19 73.

Helen P. Davidson, Notary Public.

Commission expires 11 Aug 75

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 .....