This Instrument prepared by Jno.B. Cobb ,Attorney ,105 Stahlman Bldg.

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

FROM
C. W. Rogers and wife,
Louise Rogers

TO
Ronald E. Simpkins and wife,
Martha Simpkins

For draftsman's use

BOOK 4673 PAGE 60

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Ronald E. Simpkins	Ronald E. Simpkins	To Be Assigned Later
(NAME)	(NAME)	
Old Cleece Ferry Blvd	Rt 3 Old Cleece Ferry Blvd	
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville Tenn	Nashville Tennessee	
(CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

91584

IDENTIF. REFERENCE

JAN 18 11 54 AM '73

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

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 15,000.00 Ronald E. Simpkins
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 15th DAY OF January, 1973.

Notary Public

MY COMMISSION EXPIRES: 2-26-[illegible]

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of --------FIFTEEN THOUSAND AND NO/100----------
----------($15,000.00)----------DOLLARS

of which $ 3,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed their one note of even date herewith in the original principal amount of $12,000.00, payable to the order of C. W. Rogers and wife, Louise Rogers in 180 monthly installments of $107.86 each, the first of which is due and payable on the 15th day of February, 1973, and thereafter a like amount on the 15th day of each succeeding month, with the last and final installment being due and payable on the 15th day of January 1988. The installments include interest at the rate of 7% per annum. Said payments to be applied first to interest and balance to principal until the entire amount, both principal and interest, shall have been paid in full, all in accordance with the terms and conditions set out in said note.

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,

We, C. W. Rogers and wife, Louise Rogers

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

Ronald E. Simpkins and wife, Martha Simpkins

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Two tracts or parcels of land in the 13th, formerly the 25th Civil District of Davidson County, Tennessee, described as follows:

PARCEL NO. 1: Beginning at center line of the Cleece Ferry Section of Old Hickory Boulevard, and at a point even with the drain of dry hollow; thence running up said hollow at north 73 deg. east 88-3/5 poles to Harold Phillips south line on top of a ridge; thence with his line fence north 44 deg. west 13-1/5 poles to a stake in said fence; thence south 73 deg. west 81-1/5 poles to the center line of Old Hickory Boulevard; thence with said Boulevard at about south 27 deg. east 12 poles to the point of beginning, containing 6-1/2 acres, more or less.

PARCEL NO. 2: Beginning at a point in the middle of Old Hickory Boulevard, opposite the mouth of a branch, it being the southwest corner of a 6-1/2 acre tract conveyed to Clarence Biggs, by A. C. Reed and wife, Dorothy B. Reed; thence with center of Old Hickory Boulevard, south 10 deg. east 10 poles to a point in said Boulevard; thence leaving the Boulevard north 72 deg. east 94-1/5 poles to H. G. Phillips west line on a ridge; thence with said line, north 34 deg. west 2-16/25 poles to a hickory tree; thence north 44 deg. west 7-9/25 poles to a stake, being the southeast corner of the 6-1/2 acre tract referred to above; thence south 72 deg. west 88 poles to the point of beginning, containing 5-1/2 acres, mroe or less, according to a survey made by J. P. Gallaher, Surveyor, May 21, 1952.

Being property conveyed to C. W. Rogers and wife, Louise Rogers, by deed from James E. Covington, Clerk and Master, of record in Book 3706, page 489, Register's Office for Davidson County, Tennessee.

INCLUDED in the above description, but expressly EXCLUDED from this conveyance is the following parcel of land, to-wit:

BEGINNING at a point in the easterly margin of Old Hickory Boulevard, said point being the most northwest corner of the property herein described; thence along the said margin of said Boulevard and in a southerly direction, a distance of 100 feet to a point; thence leaving Old Hickory Boulevard and parallel with the northerly boundary of the property herein described and in an easterly direction 200 feet to a point; thence in a northerly direction and parallel with the easterly margin of Old Hickory Boulevard 100 feet to a point in the most northerly line of the Rogers property; thence in a westerly direction and with the northerly line of Rogers property 200 feet to a point in the easterly margin of Old Hickory Boulevard, the point of beginning.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, 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 in fee simple, have a good 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 they mature, 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 W. E. Rogers 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 $ 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 grantees, 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 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 15th day of January 19 73.

C. W. Rogers. x Ronald E. Simpkins

Louise Rogers x Martha Simpkins

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, [signature], a Notary Public in and for said County and State, the within named C. W. Rogers and wife, Louise Rogers and Ronald E. Simpkins and wife, Martha Simpkins

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 15th day of January, 19 73.

[signature] Notary Public.

Commission expires Feb-26-1975.

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 .....

JAN18- CONV 15,000.00
JAN18- MORT'G 12,000.00
JAN18- S'TAX A* 39.00
JAN18- S'TAX A* 10.00
JAN18- PAFEE A* .50
JAN18- WDEED A* 6.00 * 55.50

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

....., Notary Public.

Commission expires .....