BOOK 5357 PAGE 724

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

FROM

MAGGIE LEE SCOTT, a widow

TO

WILLIAM THOMAS SIMPSON

For draftsman's use

This instrument was prepared by:

Stinnett & Wilkinson, Attorneys
108 South Main Street
Ashland City, Tennessee 37015

MAIL TO ←

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
William Thomas Simpson (NAME)	Same (NAME)	Map 69
4017 DRAKES BRANCH Rd (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcel 25
NASHVILLE, TN 37218 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	13DA55380

E 9753

(FOR REGISTER'S USE)

IDENTIF. REFERENCE

OCT 31 9 10 AM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF ~~XXXXXXXX~~ } CHEATHAM

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

$ 20,000.00 William Thomas Simpson, JR.
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 28 DAY OF October 1978

James W. Stinnett, Jr.
Notary Public

MY COMMISSION EXPIRES: ~~10/15/82~~ 10/15/82

(AFFIX SEAL)

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

FOR AND IN CONSIDERATION OF the sum of ----------Twenty Thousand and No/100----------
----------($20,000.00)---------- DOLLARS

of which $ 10,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantee~~x~~ has executed his promissory lien note of even date herewith, payable to the order of MAGGIE LEE SCOTT, in the original principal sum of $10,000.00, in 144 monthly installments of $108.25 each, beginning December 1, 1978, with a like payment on the 1st day of each consecutive month thereafter, with the final payment on the 1st day of November, 1990. Said payments include interest at the rate of 8%.

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,

Maggie Lee Scott, a widow

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

William Thomas Simpson, unmarried

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

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

FIRST TRACT: BEGINNING in the easterly margin of the property conveyed to Arthur A. Fields by deed from Edgar L. Johnson and wife, as of record in Book 1453, page 305, Register's Office for said County, said beginning point being N 54° W 182 feet from the northerly margin of Drake's Branch Road; running thence N 5° E 383 feet to a post in Cato's southerly line; thence N 85° W 82 feet to a post; thence N 68° W 181 feet to a stake; thence S 26° E 502 feet to an iron pin at the point of beginning, containing 1.06 acres, more or less, according to a survey made by E. R. Southgate and Son, Surveyors, February 14, 1947.

SECOND TRACT: BEGINNING in the center of Drake's Branch Road at the southeast corner of the property conveyed to R. W. Riggins and wife, by deed from William Elmer Page and wife ; thence with the center of said Road S 30° W 52.9 feet to an angle in said Road; thence S 43° 30' W 108 feet to a point in said Road, said point being the southeast corner of the property conveyed to Edgar L. Johnson and wife, by deed from Scott Page, of record in Book 1283, page 85, Register's Office for said County; thence with Johnson's line N 60°

(description continued on attached sheet)

This is unimproved ( ) improved ( ) property, known as ---------- (House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

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 Buford Simpson 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 $ insb. 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 outcery, 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 28 day of October 19 78.

Maggie Lee Scott

William Thomas Simpson

STATE OF TENNESSEE }
COUNTY OF ~~DAVIDSON~~ } CHEATHAM

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Maggie Lee Scott, a widow, and William Thomas Simpson, unmarried, 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 Ashland City Tennessee, this 28th day of October, 1978.

James N. Stennett, Jr., Notary Public.

Commission expires 10/31/80

OCT 31 78	CONV	20,000.00		
OCT 31 78	MORT'G	10,000.00		
OCT 31 78	S'TAX		B*	52.00
OCT 31 78	S'TAX		B*	8.00
OCT 31 78	PR'FEE		B*	.50
OCT 31 78	W'DEED		B*	6.00 * 66.50

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 .....

INSTALLMENT DEED

MAGGIE LEE SCOTT, a widow, To WILLIAM THOMAS SIMPSON, unmarried

(Description Continued)

W 200 feet to an iron pin; thence N 9° 30' E 114.7 feet to an iron pin in R. W. Riggins' SW corner; thence with his southerly line, S 76° E 271.5 feet to the center of Drake's Branch Road, the point of beginning, containing 0.7 acres, more or less, according to a survey made by Pete Meyer, Surveyor.

BEING the same property conveyed to Fred D. Scott and wife, Maggie Lee Scott, by deed from Edgar L. Johnson and wife, Bertha A. Johnson, of record in Book 1578, page 560, Register's Office for Davidson County, Tennessee. The said Fred D. Scott is now deceased, and the grantor herein acquired the entire fee as surviving tenant by the entirety.

INCLUDED in the above description, acreage and boundaries, but EXPRESSLY EXCLUDED from this conveyance is a .06-acre tract conveyed to Davidson County, Tennessee, by deed from Fred D. Scott and wife, Maggie Lee Scott, of record in Book 3103, page 50, said Register's Office, as a right-of-way for Drake's Branch Road.