3856 02/20 51.92- CHECK

BOOK 5396 PAGE 570

I N S T A L L M E N T D E E D

FROM William B. Gregory, Trustee

TO Latricia Simpson, a single person

Address new owner as follows:	Send tax bills to:	map&parcel number
Latricia Simpson	SAME	91-6
1520 Orson Drive		299
Columbus Ohio 43207		

THIS INSTRUMENT WAS PREPARED BY:
William B. Gregory, Attorney
1161 Murfreesboro Rd. Ste. 350
Nashville, Tennessee 37217

STATE OF TENNESSEE
COUNTY OF DAVIDSON
The actual consideration or value whichever is greater, for this transfer is $16,099.00.

William B Gregory
Affiant

Subscribed and sworn to before me this the 16th day of January, 19 79.

Patsi B Gregory
Notary Public
My commission expires: 1-18-82

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

IDENTIFICATION

FEB 20 10 47 AM '79

FELIX Z. WILSON JR. REGISTER DAVIDSON COUNTY, TENN.

F. I. 47 54

File

FOR AND IN CONSIDERATION OF the sum of Sixteen Thousand Six Hundred Ninety Nine and 00/100 ($16,699.00) Dollars, of which Two Thousand Five Hundred and no/100($2,500.00) Dollars 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 assumed and agree to pay the balance of a loan secured by a Deed of Trust to Home Federal Savings & Loan Association, of record in Book 5310, page 344, Register's Office, Davidson County, Tennessee. And grantee has executed a note of even date for Four Thousand and no/100 ($4,000.00) Dollars, which bears interest at the rate of Nine & One-half per centum (9.5%) per annum. Said note is payable in 30 installments Beginning March 1, 1979 the sum of Forty four and 75/100 ($44.75) Dollars and a like payment on the first of each succeeding month until the last installment being due on February 1, 1982 in the amount of Three Thousand Five Hundred Nineteen and 43/100 ($3,519.43) Dollars. Grantee agrees that as a term and condition of this sale, the first Deed of Trust payments shall be made to the holder of the note secured by this Installment Deed. That means that the grantee shall pay the sum of Two Hundred and no/100 ($200.00) Dollars monthly to the holder of the note secured by this Installment Deed. The holder of said note agrees to apply One Hundred Fifty five and 25/100 ($155.25) Dollars to the note with Home Federal Savings & Loan Association, and to apply the remaining Forty four and 75/100 ($44.75) Dollars to the note secured by this Installment Deed. If the holder of the note secured by this instrument should fail to apply funds to the first Deed of Trust, then grantee may credit any funds paid but not applied to the first Deed of Trust, to the remaining balance due on the note secured by this instrument. Said note provides for payment of attorney's fees, and to secure the payment of said note, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed.

William B. Gregory, Trustee, hereinafter called the grantor, has this day bargained and sold, and does hereby transfer and convey unto Latricia Simpson, a single person, herein called grantee, her heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LAND in Davidson County, Tennessee, being the westerly 16 feet of Lot No. 1511 and the easterly 22 feet of Lot No. 1513 of Block 200 on the Map showing Extension of Plan No. 1, West Nashville, of record in Book 57, page 173, Register's Office for said County.

SAID parts of Lots 1151 and 1513 front together 40 feet on the northerly margin of Kentucky Avenue and run back between lines 150 feet on the easterly line and 150.3 feet on the westerly line to an alley measuring 34 feet thereon.

BEING the same property conveyed to William B. Gregory, Trustee with full power of record in Book 5313, page 450, said Register's Office.

THIS Conveyance is made subject to any and all existing easements and restrictions of record in said Register's Office.

This is improved property, known as 5008 Kentucky Avenue, Nashville, Tn.

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 Patsi L. Gregory, 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 reasonable 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 furtner 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 outery, 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 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 sucessor.

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 10th day of January, 1979.

William E. Gregory, Trustee

Latricia Simpson

WILLIAM E. GREGORY, TRUSTEE

LATRICIA SIMPSON

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, William E. Gregory, Trustee, the bargainor, with whom I am personally acquainted, and who acknowledges that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 10th day of January, 1979.

Patsi B Gregory, Notary Public.

Commission expires 1-18-82.

STATE OF OHIO
COUNTY OF Franklin

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Latricia Simpson the 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 Columbus, Ohio, this 29th day of January, 1979.

Roosevelt O. Besteda, Notary Public

Commission expires 11-14-81.

ROOSEVELT O. BESTEDA
NOTARY PUBLIC, FRANKLIN COUNTY, OHIO
MY COMMISSION EXPIRES NOV. 14, 1981