648.50

# Installment Deed

BOOK 5513 PAGE 558

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP PARCEL NUMBERS |
|---|---|---|
| Dr. H. Clifton Simmons III | Same | 9W-5700 92-12-493 |
| (NAME:) 7379 Bridle Drive | (NAME:) | 9W-5703 92-12-507 |
| (STREET ADDRESS OR ROUTE NUMBER) | (STREET ADDRESS) | 9W-5705 92-12-402 |
| Nashville, TN 37221 | | 9W-5715 92-12-401 |
| (CITY) (P. O. ZONE) (STATE) | (CITY) (ZONE) (STATE) | |

FOR AND IN CONSIDERATION of the sum of One Hundred Eighty Thousand and 00/100 (180,000.00)---------- Dollars, of which --Ten Thousand and 00/100 (10,000.00)---------- Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder of One Hundred Seventy Thousand and 00/100 (170,000.00)---------- Dollars, H. Clifton Simmons III and wife, Joan Simmons, have executed their promissory note of even date herewith, payable to the order of O. B. HOFSTETTER, JR., TRUSTEE, in 23 monthly installments of $1,754.73 each, with the 24th, and final, payment, due on October 1, 1981, being for the entire unpaid balance. First of said monthly payments shall be due on November 1, 1979, and on the like day of each succeeding 23 months until paid in full; and payments as made shall be applied first to interest to date at the rate of 11 per cent per annum, and balance to principal;

PETRUCELLI

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, EVELYN J. SPENCER, et vir, JOSEPH W. SPENCER, JOHN F. PETRUCELLI, and EVELYN J. PETRUCELLI, individually and as executrix of the estate of Felice Anthony Petrucelli, have this day bargained and sold, and do hereby transfer and convey unto the said H. CLIFTON SIMMONS III and wife, JOAN SIMMONS, their (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Four tracts of land as more particularly described on Addendum A hereto.

Peoples and Union Bank of Lewisburg, Tennessee joins in this conveyance for the purpose of showing its approval of this transfer, as Testamentary Trustee under the will of Felice Anthony Petrucelli.

Taxes for 1979 to be pro rated and assumed and paid by Purchasers.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 180,000.00

Affiant

Subscribed and sworn to before me, this the 28th day of September, 1979

My commission expires: 10-18-81 (Affix Seal)

Notary Public

This is improved (X) unimproved ( ) property, known as 1904, 1906, 1908 & 1910 Hayes Street, Nashville, Tn (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 H. Clifton Simmons III and wife, Joan Simmons, their (successors), 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 said real estate to said Grantees, their (successors), 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 H. Clifton Simmons III and wife, Joan Simmons, hereinafter referred to as trustors, hereby transfer and convey unto James C. Hofstetter, 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 hereafter erected on said property, insured in some reliable fire insurance company, or companies, for the sum of $ insurable value, 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, 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 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.

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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 hands this 24th day of September, 19 79, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

Evelyn Petrucelli Spencer
Evelyn Petrucelli Spencer

Joseph W. Spencer
Joseph W. Spencer

John F. Petrucelli, unmarried

Joan Simmons

Peoples and Union Bank of Lewisburg, Tennessee

By James M. Jones, Jr. Exe. V.P.

Evelyn J. Petrucelli
Evelyn J. Petrucelli, individually, and as Executrix of Estate of Felice Anthony Petrucelli

H. Clifton Simmons III

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Eunice Miller, a Notary Public in and for said County and State, Evelyn Petrucelli Spencer, Joseph W. Spencer, ~~John F. Petrucelli, unmarried~~, and Evelyn J. Petrucelli, individually, and as Executrix under the will of Felice Anthony Petrucelli, H. Clifton Simmons III and wife, Joan Simmons, 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 Nashville, Tennessee, this 28th day of September, 1979.

Eunice Miller
Notary Public

Commission expires October 18, 1981

STATE OF TENNESSEE }
COUNTY OF ~~DAVIDSON~~ Marshall }

Before me, Deborah W. Williams, a Notary Public of the State and County aforesaid, personally appeared James M. Jones, Jr., with whom I am personally acquainted, and who, upon oath, acknowledged himself to be Executive Vice President of the Peoples and Union Bank, the within named bargainor, a corporation, and that he as such Executive Vice President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Executive Vice President.

Witness my hand and seal, at office in Lewisburg, Tennessee, this 28th day of September, 1979.

Deborah W Williams
Notary Public

Commission expires January 26, 1981

**INSTALLMENT DEED**

FROM

EVELYN J. PETRUCELLI, ET AL

TO

H. CLIFTON SIMMONS III, ET UX

JOAN SIMMONS

THIS INSTRUMENT PREPARED BY:
Hofstetter & Hofstetter, Attys.
Home Federal Tower, 8th Floor
230 Fourth Avenue, North
Nashville, TN 37219

Compliments of
Chicago Title Insurance Company
First Floor — First American Center
Phone 255-4631
NASHVILLE, TENNESSEE 37208

ADDENDUM A

Being four tracts of land located in Davidson County, Tennessee, and described as follows:

TRACT I:
Being part of Lot No. 152 on the plan of the Boyd Home Tract, as of record in Book 21, Page 39, Register's Office for said County, described as follows:

Beginning on the northerly margin of Hayes Street at a point 93 feet west of the westerly margin of 19th Avenue North, formerly Douglas Avenue; thence with said Street westwardly 32 feet; thence at right angles, northwardly 180 feet to the southerly margin of an alley; thence with said alley, eastwardly 32 feet; thence at right angles, southwardly 180 feet to the beginning.

Being property vested in Peoples and Union Bank of Lewisburg, Tennessee, Trustee under the will of Felice Anthony Petrucelli, deceased, of record in Will Book 121, Page 1, Probate Court Clerk's Office for Davidson County, Tennessee.

TRACT II:
Being part of Lot No. 152 on the Plan of the Boyd Home Tract, of record in Book 21, Page 39, Register's Office for said County, and described as follows:

Beginning on the northerly margin of Hayes Street 125 feet westerly from the margin of 19th Avenue North, formerly Douglas Avenue; thence with the northerly margin of Hayes Street westerly 37-1/2 feet; thence northerly parallel with said Avenue 180 feet to the southerly margin of an alley; thence with said alley easterly 37-1/2 feet; thence southerly 180 feet to the beginning.

Being the same property conveyed to Evelyn Petrucelli Spencer and John F. Petrucelli by deed from O. B. Hofstetter, Jr., Trustee, of record in Book 5103, Page 735, Register's Office for said County.

TRACT III:
Being the westerly 37-1/2 feet of the southerly 180 feet of Lot No. 152 in Boyd's Home Tract, a plan of which is of record in Book 21, Page 39, Register's Office for said County, described as follows:

Beginning at the southwest corner of said Lot No. 152 on the north side of Hayes Street; thence with the northerly margin of said street eastwardly 37-1/2 feet; thence at right angles northwardly 180 feet to the southerly margin of an alley; thence with said alley westwardly 37-1/2 feet to the westerly line of said lot; thence with said line southwardly 180 feet to the beginning.

Being the same property conveyed to Felice A. Petrucelli and wife, Evelyn Petrucelli by deed from Clinton Realty Company of record in Book 2293, Page 161, Register's Office for said County; the said Felice A. Petrucelli having since died.

ADDENDUM A - continued

TRACT IV:
Being the easterly 40 feet of the southerly 180 feet of Lot No. 153, on the plan of Boyd's Home Tract, as of record in Book 21, Page 39, Register's Office for said County.

Said part of said lot fronts 40 feet on the northerly side of Hayes Street, and runs back between parallel lines, with the westerly line of Lot No. 152 on said plan, 180 feet to an alley.

Being the same property conveyed to Mrs. Evelyn J. Petrucelli by deed from Dorothy Davies of record in Book 4302, Page 158, Register's Office for Davidson County, Tennessee.

* * * * * * * * * * * * * *

STATE OF GEORGIA )

COUNTY OF FULTON )

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named bargainor, John F. Petrucelli, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at [illegible], Georgia, this 21 day of September, 1979.

[illegible]
Notary Public

My commission expires:

Notary Public, Georgia, State at Large
[illegible]

ALISON F. TEIT[illegible] NOTARY PUBLIC GEORGIA STATE AT LARGE

IDENTIF. REFERENCE
OCT 12 2 08 PM '79
FELIX E. ANDERSON REGISTER
DAVIDSON COUNTY, TENN.

5.7.4 07

## OFFICIAL RECEIPT

**FELIX Z. WILSON, II**

**REGISTER OF DAVIDSON COUNTY**
**NASHVILLE, TENNESSEE**

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RECEIVED OF _____

FOR _____

| | | |
|---|---|---|
| CO - CONVEYANCE | CC - CERTIFIED COPY | MISC - MISCELLANEOUS |
| MO - MORTGAGE | REL - RELEASE | CO TX - STATE TAX CONVEY |
| WD - WARRANTY DEED | UCC - UNIFORM COMMERCIAL CODE | MO TX - STATE TAX MORT |
| TD - TRUST DEED | | PRFEE - PROBATE FEE |

| DATE | SYMBOL | VALUATION | TAX AND FEES | TOTAL PAID |
|---|---|---|---|---|
| | | | [illegible] CO | |
| | | | 170[illegible] MO | |
| | | | 332.00 CO TX | |
| | | | 166.00 MO TX | |
| | | | .50 PRFEE | |
| | | | 12.00 MORTG | |
| | | | CHECK | 643.50- |
| 830610/12/79 BAL | | | | .00 |

**RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK**

=.5.7.4 0 7

IDENTIF. REFERENCE

Oct 12 2 08 PM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 718417