3385 11/18 173.30- CHECK

INSTALLMENT DEED BOOK 5675 PAGE 904

For and in Consideration of the sum of

FORTY-EIGHT THOUSAND AND NO/100 ($48,000.00) Dollars,

of which TEN THOUSAND AND NO/100 ($10,000.00) Dollars,

has been paid in cash by the Grantees, hereinafter named

the receipt of which is hereby acknowledged, and for the remainder

THIRTY-EIGHT THOUSAND AND NO/100 ($38,000.00) Dollars,

the said Grantees

have this day executed their promissory notes which total $38,000.00 but are payable and described as follows: one promissory note of even date in the original principal sum of $19,000.00 and payable to the order of John M. Ferguson and executed by the Grantees and given as part of the purchase money on the herein described property. Said note is payable in 83 consecutive monthly installments of $166.74 each, including interest being at the rate of 10% per annum on the unpaid principal sum and an 84th and final installment becoming due and payable on December 1, 1987 in the amount of the then unpaid principal sum together with any accrued interest. The first payment falling due on the 1st day of January, 1981 and continuing in consecutive monthly installments as aforesaid until both principal and interest are fully paid. Amounts paid will be credited first to interest due; balance to unpaid principal sum.

One promissory note of even date in the original principal sum of $19,000.00 and payable to the order of Martha Cook and executed by the Grantees and given as *(see back page

all of said notes bearing 10 per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained

on the land herein conveyed, JOHN M. FERGUSON AND MARTHA COOK AND HUSBAND,

JACK E. COOK

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

R. STEVE SIMS AND WIFE, TERRY G. SIMS, THEIR heirs and assigns,

hereinafter called the Grantees, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being the north 40 feet of Lot No. 47 and the south 20 feet of Lot No. 48 on the Plan of Christopher & Kirkman's Belmont Park Addition to Nashville, as of record in Book 57, Page 158, Register's Office for said County.

Said parts of said lots front together 60 feet on the east side of 19th Avenue South, formerly Avondale Avenue, and run back between parallel lines 159 feet to an alley.

Being the same property conveyed to John M. Ferguson and Martha Cook, as tenants in common as the sole surviving heirs at law of Cheatom B. Ferguson, now deceased, who acquired title by deed from Blendon O. Jones and wife, Mary S. Jones of record in Book 4292, Page 903, Register's Office for Davidson County, Tennessee.

This instrument is made subject to all local government planning, building and zoning regulations.

This is unimproved ( ) improved (XX) property, know as 1916 19th Avenue South, Nashville, Tennessee
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

To Have and to Hold 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 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 and our heirs and representatives, to warrant and forever defend the title to 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

do hereby transfer and convey unto Linda Coleman Worden, 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 interest 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 interst 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 trust 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 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.

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 borrowers, their 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 Linda Coleman Worden, Trustee, shall be vested in said successor.

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 Grantees

and Grantors

hereunto set our hands at Brentwood, Tennessee, this the 7th day of November 1980

Martha Cook

Jack E. Cook

John M. Ferguson

Jerry G. Sims

R Steve Sims

STATE OF TENNESSEE
~~Davidson~~ County of Williamson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named John M. Ferguson and Martha Cook and husband, Jack E. Cook, and R. Steve Sims and wife, Jerry G. Sims (John M. Ferguson is 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 Brentwood, Tennessee, this 7th day of November, 1980

Tm D. Coleman, Notary Public.

Commission Expires July 21, 1984

STATE OF _____
_____ County.

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the bargainor____, with whom I am personally acquainted, and who acknowledged that _____ executed the within instrument for the purposes therein contained.

Witness my hand and official seal at _____ this _____ day of _____, 19____

_____, Notary Public.

Commission Expires _____

STATE OF TENNESSEE
COUNTY OF DAVIDSON

BOOK 5675 PAGE 907

Before me, ....., a Notary Public of the State and County aforesaid, personally appeared .....,

with whom I 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 .....

(over for additional acknowledgements)

* part of the purchase money on the herein described property. Said note is payable in 83 consecutive monthly installments of $166.74 each, including interest being at the rate of 10% per annum on the unpaid principal sum and an 84th and final installment becoming due and payable on December 1, 1987 in the amount of the then unpaid principal sum together with any accrued interest. The first payment falling due on the 1st day of January, 1981 and continuing in consecutive monthly installments as aforesaid until both principal and interest are fully paid. Amounts paid will be credited first to interest due; balance to unpaid principal sum.

In the event of foreclosure, pay-off or payments received the money will be divided equally as credits on the two notes and paid to each holders account at Fidelity Federal Savings and Loan Association of Nashville or at a local bank or savings and loan association unanimously agreed on by the note-holders.

INSTALLMENT DEED

FROM

JOHN M. FERGUSON AND MARTHA COOK AND HUSBAND, JACK E. COOK

TO

R. STEVE SIMS AND WIFE, TERRY G. SIMS

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

G 16628

IDENTIF. REFERENCE

Nov 10 9 37 AM '80

TOILET CO. NASHVILLE

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| R. STEVE SIMS, ET UX | NEW OWNER | MAP 10412 |
| 1916 19th Ave. South (NAME) | (NAME) | Par 190 |
| Nashville, Tenn. 37212 (STREET ADDRESS OR ROUTE NUMBER) | (STREET ADDRESS) | 22W-14855 |
| (CITY) (STATE) (P. O. ZIP) | (CITY) (STATE) (ZIP) | |

THIS INSTRUMENT WAS PREPARED BY

Tom G. Coleman, Jr.
Attorney at Law
9000 East Church Street
Brentwood, TN 37027

mail

STATE OF TENNESSEE
COUNTY OF ~~DAVIDSON~~ Williamson

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

$ 48,000.00 Linda Worden
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 7th DAY OF November, 80

Tom G. Coleman, Jr.
Notary Public

MY COMMISSION EXPIRES: July 2, 1984
(AFFIX SEAL)

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

**OFFICIAL RECEIPT**
**FELIX Z. WILSON, II**
**REGISTER OF DAVIDSON COUNTY**
**NASHVILLE, TENNESSEE**

RECEIVED OF _____

FOR BOOK 5675 PAGE 908

| | | |
|---|---|---|
| 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 |
|---|---|---|---|---|
| | | | 48000.00- | CO |
| | | | 36000.00- | MO |
| | | | 36.00 | CO TX |
| | | VD | 36.00- | CO TX |
| | | | 124.80 | CO TX |
| | | | 36.00 | MO TX |
| | | | .50 | PRFEE |
| | | | 12.00 | WDEED |
| | | | CHECK | 173.30- |
| | | 3385A11/10/80 | BAL | .00 |

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 1.66628

IDENTIF. REFERENCE

Nov 10 9 37 AM '80

No. 790875