BK 25

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD-4

FROM

Lyda Knox Burgess

TO

William W. Simpson and wife, Sarah R. Simpson

For draftsman's use

This instrument prepared by
Dewey Pedigo, Jr., Attorney for
Attorneys Title Company, Inc.
105 Stahlman Building
Nashville, Tennessee 37201

BOOK 6405 PAGE 687

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
William W. Simpson (NAME)	William W. Simpson (NAME)	72-03-202
1303 Greenfield Avenue (STREET ADDRESS OR ROUTE NUMBER)	1303 Greenfield Avenue (STREET ADDRESS)	
Nashville, Tennessee (CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee (CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

IDENTIFICATION REFERENCE

I 57 21 9

Oct 17 3 45 PM '84

REGISTER'S OFFICE DAVIDSON COUNTY, TN

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 42,500.00 William W. Simpson
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 17th DAY OF October 1984.

Frances M. Hancock
Notary Public

MY COMMISSION EXPIRES: ~~MY COMMISSION EXPIRES~~ (AFFIX SEAL) OCTOBER 20, 1985

FOR AND IN CONSIDERATION OF the sum of Forty Two Thousand Five Hundred and No/100 ($42,500.00) DOLLARS

of which $ 1,500.00 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 $41,000.00, payable to the order of Lyda Knox Burgess in 240 monthly installments of $430.20 each, the first of which is due and payable on the 17th day of November, 1984, and thereafter a like amount on the 17th day of each succeeding month, with the final and last installment becoming due and payable on the 17th day of Octoter, 2004. The installments include interest at the rate of 11-1/4 per cent 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.

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,

I, Lyda Knox Burgess, unmarried

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

William W. Simpson and wife, Sarah R. Simpson

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

Land in the 11th Civil District of Davidson County, Tennessee, being the westerly part of Lot No. 108 and the easterly 15 feet of Lot No. 109 on the Plan of Inglewood Place, as of record in Book 332, page 101, Register's Office for said County.

Said parts of Lots Nos. 108 and 109 fronts together 60 feet on the northerly side of Greenfield Avenue and run back 205 feet on the westerly line and 259 feet, more or less, on the easterly line, with the westerly margin of Greenfield Avenue, as widened, to a dead line, measuring 216.8 feet, more or less, thereon.

Being the same property conveyed to Lyda Knox Burgess, by deed from Frank M. Loftis and wife, Minnie K. Loftis, of record in Book 2012, page 290, Register's Office for Davidson County, Tennessee.

INCLUDED in the above description but expressly EXCLUDED from this conveyance is the following described property conveyed to Ewing O. Harper, Jr., and wife, Lillian G. Harper, of record in Book 3398, page 639, Register's Office for Davidson County, Tenn.

Land in Davidson County, Tennessee, being parts of Lots 108 and 109 on the Plan of Inglewood Place, as of record in Book 332, page 101, Register's Office for said County, described according to a survey by Hickerson-Johnson, Engineers, dated May 19,1962, as follows:

Beginning at a point on the westerly margin of Kennedy Avenue 149 feet from the northwest corner of the intersection of Greenfield and Kennedy Avenues; thence north 60 degrees 46' west 162 feet to an iron pin; thence northerly 30 feet to an iron pin; thence south 81 degrees 45' east 216.8 feet to a point in the westerly margin of said Kennedy Avenue; thence southerly 110 feet along the westerly margin of Kennedy Avenue, to the point of beginning.

This is improved property located at 1303 Greenfield Avenue, Nashville, Tennessee

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.

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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 Frances M. Hinrichs Trustee, his successors and assigns, the real estate here inbefore 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, the statutory right of redemption, homestead, dower, statutory or elective rights, 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 17th day of October 19 84

William W. Simpson

Sarah R. Simpson

Lyda Knox Burgess, unmarried

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 W. Simpson and wife, Sarah R. Simpson AND Lyda Knox Burgess, unmarried the bargainors, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 17th day of October, 19 84.

Notary Public

MY COMMISSION EXPIRES
Commission expires OCTOBER 20, 1985

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, (or proved to me on the basis of satisfactory evidence), 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 _____

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

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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

42500.00- CAMT.
41000.00- MAMT.
110.50 CSTAX
39.00 MSTAX
.50 PRFEE
6.00 WDEED
CHECK 156.00-
9507A10/17/84 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I 5 7 2 1 9

IDENTIF. REFERENCE

Oct 17 9 46 PM '84

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No.0077786