BOOK 7596 PAGE 205

INSTALLMENT DEED

For and in Consideration of the sum of THIRTY THOUSAND AND NO/100 ($30,000.00) - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - Dollars,

of which SIX THOUSAND AND NO/100 ($6,000.00) - - - - - - - - - - - - - Dollars,

has been paid in cash by - - - JOHN M. SIMMS - - - - - - - - - - - - - - - - - -

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

TWENTY-FOUR THOUSAND AND NO/100 ($24,000.00) - - - - - - - - - - - - Dollars,

the said - - JOHN M. SIMMS - - - - - - - - - - - - - - - - - - - - - - - has

executed a promissory note, of even date herewith, payable to the order of Willodean J. Clark, Executrix of the Estate of Ocie Jones Pangle Schultz, deceased, in said latter amount and payable in four (4) annual installment payments of Six Thousand and No/100 ($6,000.00) Dollars each, plus interest at the rate of Ten percentum (10%) per annum, said first payment being due a year from date, and each payment thereafter payable on said date of each succeeding year until paid in full,

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and to secure the payment of the debt hereinabove set out together with all charges and claims made and provided in the said instrument or note evidencing the debt, reference to which is here made, a lien is expressly retained on the land herein conveyed, I, Willodean J. Clark, Executrix of the Estate of Ocie Jones Hendricks Pangle Schultz, deceased,

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

JOHN M. SIMMS, his heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lots No.s 54 and 56 of Block No. 53 of Plan No. 1 of West Nashville as of record in Book 57, Pages 74 and 75, Register's Office for said County.

Said Lots Nos. 54 and 56 together front 50 feet on the westerly side of 45th Avenue North, formerly 4th Street, and extend back between parallel lines 110 feet to an alley.

Being the same property conveyed to Ocie Pangle by deed from Allen & Hall Realty Co., a Corporation, of record in Book 989, Page 328, Register's Office of Davidson County, Tennessee.

The said Willodean J. Clark, Executrix, was granted the power to sell the within described property by authority of the Will of Ocie Jones Hendricks Pangle Schultz, deceased, as of record in Will Book 145, Page 231, Probate Clerk's Office for said County. The said Ocie Jones Hendricks Pangle Schultz being one and the same as the said Ocie Pangle, the grantee in the deed of record in Book 989, Page 328, said Register's Office.

Taxes for the year of 1988 have been pro-rated and will be paid by the grantee herein.

48096

IDENTIFIED REFERENCE

JUL 11 3 39 PM '88

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY

RUSH

This is unimproved ( ) / improved (XX) property, known as 603 45th Avenue North, Nashville, TN.37209

(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 JOHN M. SIMMS, HIS heirs and assigns forever. I covenant that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered. I further covenant and bind myself and my heirs and representatives, to warrant and forever defend the title to said real estate to said JOHN M. SIMMS, HIS heirs and assigns, against the lawful claims of all persons. in so far as I am authorized to do,

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 me in hand paid, I, the said JOHN M. SIMMS

do hereby transfer and convey unto SPILLER CAMPBELL, JR., Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

I, the said JOHN M. SIMMS 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 the insurable value until the note 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.

I 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 I fail to do either, then the said Trustee, or the lawful owner and holder of said note , 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 I, the said JOHN M. SIMMS 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 I 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; I 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 trust conveyance. I 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. I 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 JOHN M. SIMMS, his 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 SPILLER CAMPBELL, JR., Trustee, shall be vested in said successor.

Betty Simms joins in to convey any possible interest arising out of marriage.

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 WILLODEAN J. CLARK and JOHN M. SIMMS and wife, BETTY SIMMS, hereunto set our hands at Nashville, Tennessee, this the day of JULY 19 88

X Willodean J. Clark, Executrix of the Estate of Ocie Jones Hendricks Pangle Schultz, Deceased,

X Betty Simms

X John M. Simms
JOHN M. SIMMS

**STATE OF TENNESSEE**
DAVIDSON **County**

Personally appeared before me, PATRICIA A McCoy, a Notary Public in and for said County and State, the within named Willodean J. Clark and John M. Simms and wife, Betty Simms,

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 purpose therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 11th day of JULY 19 88.

Patricia A McCoy, Notary Public

Commission Expires July 13, 1991

**STATE OF TENNESSEE**

_____ **County.**

Before me, _____, a Notary Public in and for 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 himself to be the _____ of the _____, a corporation, and that he as such _____, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as _____

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

_____, Notary Public.

Commission Expires _____

STATE OF TENNESSEE
COUNTY OF _____

Before me, _____, a Notary Public in and for 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 himself to be a partner of _____, the within named bargainor, a partnership and that he as such partner, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by himself as a partner.

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

_____, Notary Public.

Commission Expires _____

**INSTALLMENT DEED**

FROM
WILLODEAN J. CLARK, EXECUTRIX

TO
JOHN M. SIMMS

**Attorneys Title Company**
Titles Guaranteed
NASHVILLE, TENN.

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $24,000.00."

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| JOHN M. SIMMS (NAME) | JOHN M. SIMMS (NAME) | MAP 91-12 |
| 603 45th. Ave. North, (STREET ADDRESS OR ROUTE NUMBER) | 603 45th. Ave. North, (STREET ADDRESS) | PAR. 139 |
| Nashville, Tenn. 37209 (CITY) (STATE) (P. O. ZIP) | Nashville, Tenn. 37209 (CITY) (STATE) (ZIP) | 12W38045 |

THIS INSTRUMENT WAS PREPARED BY

SHILLER CAMPBELL, JR.,
ATTORNEY AT LAW
516 STAHLMAN BUILDING
NASHVILLE, TENNESSEE 37201
PHONE # 244-7631

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 30,000.00

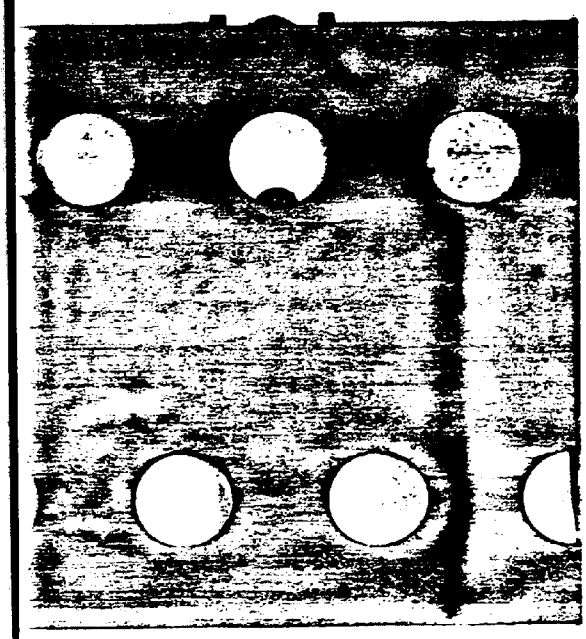
Affiant

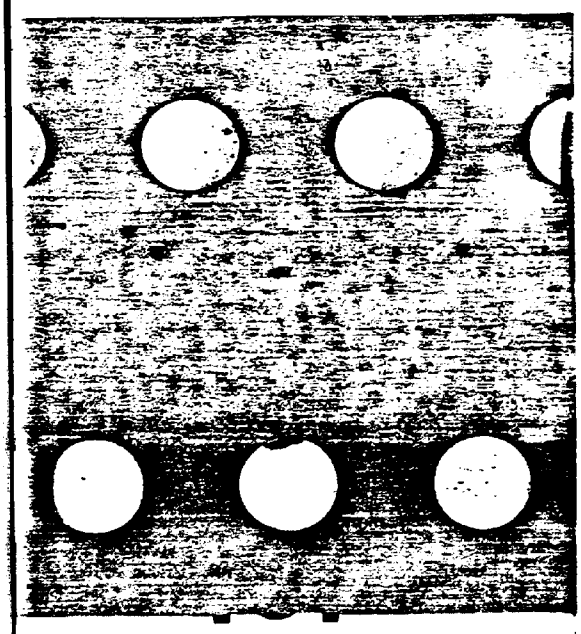
SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 11th DAY OF JULY, 1988.

Notary Public

MY COMMISSION EXPIRES: July 13, 1991

(AFFIX SEAL)





# OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 7596 PAGE 209

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

| DATE | SYMBOL | VALUATION | TAX AND FEES | TOTAL |
|---|---|---|---|---|
| | | | | CAMT 30000.00 |
| | | | | MAMT 24000.00 |
| | | | | CON TX 99.00 |
| | | | | MOR TX 25.30 |
| | | | | PRFEE 0.50 |
| | | | | WDEED 12.00 |
| | | | | TOTAL 136.80 |
| | | | | CHECK 136.80 |

07/11/88 01 15:41 0001 5650

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

48096

IDENTIFICATION REFERENCE

JUL 11 3 PM '88

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 111492