BOK 31

Address New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
Blondell C. Moore Thomas J. Lunsford 915 Douglas Avenue Nashville, TN 37204	105-14-6	Blondell C. Moore Thomas J. Lunsford 915 Douglas Avenue Nashville, TN 37204

This instrument prepared by: Boult, Cummings, Conners & Berry (JLW)
222 Third Avenue, North, P.O. Box 198062, Nashville, TN 37219

WARRANTY DEED

BOOK 7612 PAGE 160

WHEREAS, William I. Simmons died on May 29, 1988 (the "Decedent"); and

WHEREAS, on the 20th day of April, 1988, a contract for sale of real estate was entered into by and between the Decedent and Blondell C. Moore and Thomas J. Lunsford (the "Grantee"), a copy of which is attached hereto as Exhibit A and incorporated herein by this reference, wherein the Decedent agreed to sell and the Grantee agreed to purchase certain land in Davidson County, State of Tennessee (the "Property"), which Property is more particularly described in Exhibit B, which is attached hereto and incorporated herein by this reference; and

WHEREAS, Roscoe Simmons has been duly appointed as the Administrator of the Estate of William I. Simmons, as of record in Docket No. 91079, Minute Book 324, page 466, Probate Clerk's Office, Davidson County, Tennessee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $50,800.

Thomas Lunsford
Blondell C. Moore
Affiant

Subscribed and sworn to before me this 27 day of July, 1988.

Cynthia F. Medlin
Notary Public
My Commission Expires: 5-13-89

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

NOW, THEREFORE, Roscoe Simmons executes this Warranty Deed as the Administrator of the Estate of William I. Simmons, pursuant to Tenn. Code Ann. § 66-4-101.

FOR AND IN CONSIDERATION of the sum of TEN and NO/100 DOLLARS ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, Roscoe Simmons, Administrator of the Estate of William I. Simmons (the "Grantor"), has bargained and sold, and by these presents does transfer and convey to Blondell C. Moore and Thomas J. Lunsford, as Joint Tenants with right of survivorship (the "Grantee"), Grantee's heirs and assigns, all of Grantor's right, title, and interest in and to the use and enjoyment of the Property.

This is improved property, known as 915 Douglas Avenue, Nashville, Tennessee 37204.

TO HAVE AND TO HOLD the Property with all appurtenances, estate, title, and interest thereto belonging to the Grantee, Grantee's heirs and assigns, forever.

Grantor covenants with the Grantee that Grantor is lawfully seized and possessed of the Property in fee simple; that Grantor has a good right to convey the Property, and that the Property is unencumbered except as set forth hereinabove.

Grantor further covenants and binds himself to warrant and forever defend the title to the Property to the said Grantee, Grantee's heirs and assigns, against the lawful claims of all persons whomsoever. It is specifically understood that the warranties contained herein are made by Roscoe Simmons, as the Administrator of the Estate of William I. Simmons and not in his individual capacity.

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to the following:

1. Real estate taxes for the current year which have been prorated between the parties.

2. Metro Codes Letters of record in Book 5103, page 238, and in Book 5525, page 918, Register's Office for Davidson County, Tennessee.

3. All matters shown on the survey of John Kohl & Company dated July 7, 1988.

IN WITNESS WHEREOF, Roscoe Simmons, as the Administrator of the Grantor's estate, has executed this Deed this 27 day of July, 1988.

ESTATE OF WILLIAM I. SIMMONS

By: Roscoe Simmons
Roscoe Simmons, Administrator
of the Estate of William I. Simmons

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Cynthia F. Medlin Notary Public, Roscoe Simmons, with whom I am personally acquainted, and who acknowledged that he is the Administrator for the Estate of William I. Simmons, and that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 27th day of July, 1988.

Cynthia F. Medlin
Notary Public

My Commission Expires: [illegible]

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

IDENTIFICATION REFERENCE

5 3 6 5 2

JUL 28 2 33 PM '88

FELIX [illegible] REGISTER
DAVIDSON COUNTY, TN

WAYNE PEEK, REALTORS

EXHIBIT A

615-297-0500

1916 B 8th Avenue, South
P. O. Box 23842
Nashville, TN. 37202

BOOK 7612 PAGE 163

CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT of sale made this 20th day of April 19 88

by and between William T. Simmons

hereinafter called the Seller, and Brandell Moore & Thomas Lunsford

hereinafter called the Buyer; WITNESSETH: That the Buyer herewith deposits with Wayne Peek, REALTORS as agent for the Seller the sum of $ 500.00 DOLLARS as earnest money to constitute part payment of purchase price. The Seller in consideration of the earnest money deposited, has this day sold, and does hereby agree to convey by a good and valid warranty deed to said Buyer, or to such person he may in writing direct, the following described real estate in Davidson County, Tennessee to wit:

the property commonly known as 915 Douglas Avenue
(Legal description to follow with deed)

PURCHASE PRICE: $ 51,000 50,800 BMTL WIS payable as follows: All cash at closing subject to Buyer obtaining 95% 1st mortgage loan from Sovran Bank

This contract is contingent upon Buyer's ability to quality for a new loan whenever a new loan is a part of the terms of this contract. Buyer agrees to make said loan application on or before ALREADY

If loan is to be assumed, all mortgage payments due as of closing date are to be made by Seller and all future payments by Buyer. Interest [X] shall, [ ] shall not, be adjusted between the parties at day of closing.

The following adjustments will be made at time of closing.:

A. Seller's escrow deposits, if any, shall be current and:
   [X] Returned to Seller.
   [ ] Purchased by Buyer. Taxes, insurance, and mortgage insurance, prorated as of closing date.
   [ ] Audited for proper reserve, transferred at no cost to Buyer, an any overage or shortage returned, or charged to Seller.

B. Taxes for current year to be: [X] prorated [ ] in escrow. Back taxes if any paid by Seller.

C. Seller's hazard insurance to be: [X] Cancelled, [ ] Purchased by Buyer, [ ] Transferred at no cost.

D. Existing leases or rents NA

E. Prorations to be made as of date of closing.

The sale will be closed Within 10 days of loan approval
Possession will be given DOD +10 days BMTL WIS
Rent adjustment from date of deed shall be NA per day until date of possession
Carpets To remain as is
Drapery and window treatment To Remain as is
Miscellaneous conditions Buyer to benefit from simultaneous issue of title policy. Buyer to accept or reject Contract no later than 5:00 PM April 23rd 1988. Property must appraise for no less than purchase price. Repairs or requirements of Sovran Bank to be paid by seller. BMTL WIS

No information or items listed in the Nashville Multiple Listing Service Book are included in this contract unless specifically itemized in this contract.

Seller warrants that all electrical, heating, plumbing, appliances and air conditioning equipment, if any, shall be in good repair and working order when Buyer closes sale. Seller to furnish Home Warranty available from WAYNE PEEK, REALTORS. Buyer to have the privilege and RESPONSIBILITY to inspect these items prior to closing, at Buyer's expense, and any repairs required to be made prior to closing at Seller's expense. Closing of sale constitutes acceptance of these items by Buyer. Seller represents that to the best of his/her knowledge the property has not been damaged or affected by flood or storm run off water and that property ☐, is ☒, is not in flood area. Conveyance subject to existing building restrictions and/or zoning ordinance and easements as of Record.

Seller to bear risk of hazard loss through date of deed.

Property to be inspected by licensed and bonded termite company and any visible active infestation or damage to be corrected at Seller's expense. A current certifying letter shall be furnished to Buyer at closing. Seller or agent(s) shall not be held responsible after closing.

TITLE: Seller agrees to furnish Buyer a title insurance policy as of the date of closing. The policy is to be in the usual form, subject only to the usual printed exceptions and those agreed in this contract

BREACH OF CONTRACT BY BUYER: If this agreement be breached by Buyer, or Buyer fails for any reason to complete his purchase of said property in accordance with the terms set forth above, the Buyer shall pay to Broker(s) named below as damages an amount equal to the commission as set forth below and reasonable attorney's fees and costs incurred in the collection thereof, and shall pay to Seller any further damages caused by said breach, including attorney's fees and costs. The earnest money herewith deposited by Buyer may be applied by the Broker(s) to such damages, but this shall not preclude the Seller from suing for specific performance of this agreement or for damages, or both. It is distinctly understood and agreed by and between the Broker(s) and Seller(s) that in the event the buyer(s) shall default in the terms of this contract in any manner, that out of the earnest money, now in the hands of the Broker(s), shall be first paid to the Broker(s) the commission herein provided, and the balance shall be paid to the Seller.

BREACH OF CONTRACT BY SELLER: If this agreement is breached by seller or if the Seller fails for any reason to complete sale of said property in accordance with the terms, set forth above, Seller(s) shall pay to Broker(s) named below as damages, an amount equal to the commission as set forth below and reasonable attorney's fees and costs. In the event of Seller's default the earnest money herewith deposited by the Buyer shall be returned to the Buyer by Broker(s). The Buyer may sue for specific performance of this agreement or for damages, or both. It is distinctly understood and agreed by and between the Broker(s) and Buyer that in the event Seller shall default in the terms of this contract in any manner, the Broker(s) shall look to Seller for any commission due.

DISCLAIMER: Seller and Buyer acknowledge that they have not relied upon the advice or representations, if any, of Broker (or Broker's associated salespersons) relative to the legal and tax consequences of this contract in the sale of the premises, the purchase and ownership of the premises, the structural condition of the premises, the condition of roofing, the operating condition of the electrical heating, air conditioning, plumbing, water heating systems and appliances in the premises, the availability of utilities to the premises, zoning ordinances or the investment potential or resale value of the premises. Seller and Buyer both acknowledge that if such matters have been of concern to them, they have sought and obtained independent advice relative thereto.

BOOK 7612 PAGE 164

It is expressly understood and agreed that this instrument contains the entire agreement between the parties and that, except as herein noted, there are no oral or collateral conditions, agreements, or representations, all such having been incorporated and resolved into this agreement. Unless otherwise specified herein, or new construction is involved, this property is purchased "as is" and neither Seller nor agent nor Broker(s) makes or implies any warranties as to the condition of the premises.

(If Buyer proposes to purchase said property and to pay for same from the proceeds of a GI LOAN for which he will make an application, the following must be completed as a part of this CONTRACT, otherwise this portion of the CONTRACT is not applicable)

CONSIDERATION: Buyer agrees to purchase said real estate and to pay therefor the sum of $ _____ N/A _____, upon the following terms: All cash, balance subject to Buyers ability to secure a GI Loan in the amount of $ _____ N/A _____. This contract shall become null and void if the purchaser is unable to obtain a GI Loan and earnest money will be refunded. It is expressly agreed that, notwithstanding any other provisions of this contract, the purchaser shall not incur any penalty by forfeiture of earnest money or otherwise or be obligated to complete the purchase of the property described herein, if the contract purchase price or cost exceeds the reasonable value of the property established by the Veterans Administration. The purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the reasonable value established by the Veterans Administration. The Seller is to be charged with any special assessments or improvement bonds, including those payable in the future, for improvements commenced or completed at the time of closing; Buyer will pay for same thereafter.

(If proposed construction, the following is to be included as a part of this contract. If existing construction, the following should be deleted from this contract): House to be constructed on above described lot in accordance with plans and specifications on file with the Veterans Administration. The Builder is to be charged with any special assessments included in the said plans and specifications. Building to be completed within _____ months from date or this contract will become null and void and earnest money will be refunded to Buyer.

(If buyer proposes to purchase said property and to pay for same from the proceeds of an FHA LOAN for which he will make an application, the following must be completed as a part of this CONTRACT, otherwise this portion of the CONTACT is not applicable)

CONSIDERATION: Buyer agrees to purchase said real estate and to pay therefor the sum of $ _____ N/A _____, upon the following terms: All cash, subject to Buyers ability to secure an FHA Loan in the amount of $ _____ N/A _____. This contract shall become null and void if the purchaser is unable to obtain an FHA Loan and earnest money will be refunded.

"It is expressly agreed that, notwithstanding any other provisions of this contract, the purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the seller has delivered to the purchaser a written statement issued by the Federal Housing Commissioner setting forth the appraised value of the property (excluding closing costs) of not less than $ _____ which statement the seller hereby agrees to deliver to the purchaser promptly after such appraised value statement is made available to the seller. The purchaser shall, however, have the privilege and option of proceeding with the consummation of the contract without regard to the amount of the appraised valuation made by the Federal Housing Commissioner. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value of the condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable."

(If proposed construction, the following is included as a part of this contract; If existing construction, the following is not a part of this contract): House to be constructed on above described lot in accordance with plans and specifications on file with the FHA, and is to be completed within _____ months from date or this contract will become null and void and earnest money will be refunded to purchaser.

If new VA loan, Seller will pay Loan Discount and will pay for repairs as required by appraisal or codes irspection.

If new FHA loan, Seller will pay Loan Discount up to __ discount points and Buyer will pay remainder of points as negotiated with mortgage lending institution. Seller will pay for repairs as requierd by appraisal or codes inspection.

If Buyer obtains a new loan, the loan and closing cost will be paid by Buyer and prepaid cost will be paid by Buyer.

If property being sold is a condominium or planned unit development, Seller to pay all maintenance fees due to closing date. Buyers are aware that a monthly maintenance fee will be charged to Buyers. Buyers are aware that they may obtain copies of rules and regulations govering the condominium they are buying prior to closing if they wish to do so.

Time is of the essence of this contract and all of the conditions thereof.

REAL ESTATE COMMISSION—Commissions to be paid by Seller in connection with this transaction have been negotiated between Seller and Listing Broker. Commissions shall be earned at such time as this contract is accepted by all parties and all conditions herein met. Commissions shall be disbursed as follows:

Listing Broker Wayne Peek, REALTORS (Listing Broker's Company Name) Shall Receive 4% As Commission

Selling Broker Bond Realty (Selling Broker's Company Name as agent or sub-agent) Shall Receive 3% As Commission

Selling Broker to enter his commission when contract offer is written and Listing Broker to enter his commission when contract is presented to Seller.

I certify that I have fully read, understand, and accept all the provisions of this contract.

WITNESS our hands and seals this 22 day of April, 19 88.

Blondell Moore
Buyer

X William D. Simmons
Seller

Thomas Lunsford
Buyer

X William D. Simmons
Seller

Patricia A Orr 367-0427 321 3193
Agent Phone NR

Agent Phone NR

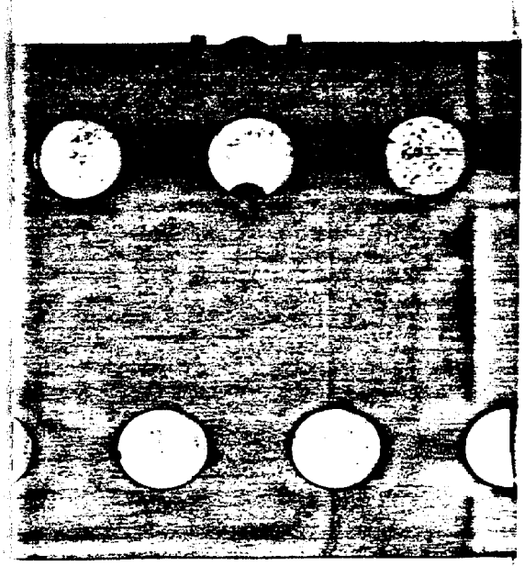
EXHIBIT B

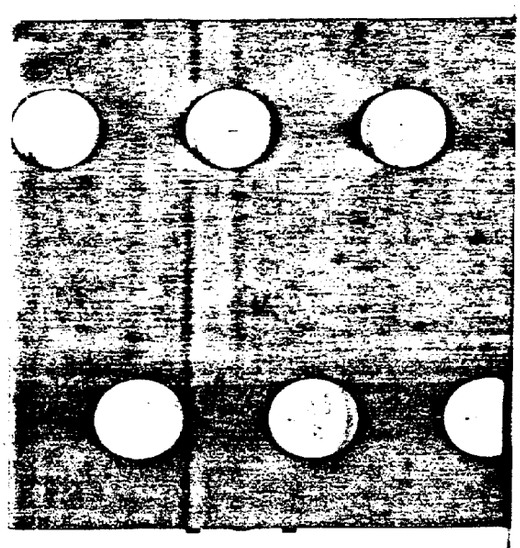
Land in Davidson County, Tennessee, being Lot No. 2 on the Plan of Hirshburgs Subdivision of Lots 74 and 75 of the Waverly Plan, as of record in Book 161, page 99, Register's Office for said County, and described according to a survey made by Parrish Engineers, Inc., dated April 14, 1966, as follows:

BEGINNING at a point in the southeasterly margin of Douglas Avenue at the corner of Lots Nos. 1 and 2; thence with the margin of said Avenue, southwesterly 50 feet to a point, at the corner of Lots Nos. 2 and 3 on said Plan; thence with the line between said lots, southeasterly 172.5 feet to a point in the northwesterly margin of an alley; thence with the margin of the same, northeasterly 50 feet to a corner of Lot No. 1 on said Plan; thence with the line between Lots Nos. 1 and 2, northwesterly 160 feet to the point of beginning.

Being the same property conveyed to William I. Simmons and wife, Sarah L. Simmons, by Deed from V.J. Daugherty and wife, Albertine B. Daugherty, as of record in Book 4015, pages 469 through 471, said Register's Office. The said Sarah L. Simmons died on October 5, 1987, as of record in Certificate of Death No. 8704659, Metropolitan Health Department of Nashville and Davidson County, Tennessee, Vital Records. The said William I. Simmons died on May 29, 1988, as of record in Docket No. 91079, Minute Book 324, page 466, Probate Clerk's office, Davidson County, Tennessee.

2163 07/28 0101 03CHECK 186.14





OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 7612 PAGE 166

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	50800.00
CON TX	0.64
ERR	CO
CON TX	0.64-
CON TX	167.64
CON TX	0.50
WDEED	18.00
TOTAL	186.14
CHECK	186.14

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

07/28/88 01 14:36 0001 2163

53652

IDENTIFICATION REFERENCE

JUL 28 2 33 PM '88

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 117911