BK 3105

INSTALLMENT DEED — TENNESSEE TITLE COMPANY

FORM 1966

FOR AND IN CONSIDERATION OF the sum of $1,000.00

ONE THOUSAND AND NO/100 ---------- DOLLARS

paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees herein assume and agree to pay the sum of $4,122.57, the remaining unpaid balance of a note dated November 8, 1955, executed by Malvina Huffer, payable to Gordon T. Hornsby, for the original sum of $6,000.00, with interest at 6% per annum, both principal and interest payable $58.56 monthly, and secured by a Deed of Trust of record in Book 2468, page 146, Register's Office for Davidson County, Tennessee; and for the remainder the grantees herein have executed their one joint principal note of even date herewith for the sum of $4,377.43, payable to the Grantors herein, with interest at 6% per annum, both principal and interest payable $41.44 monthly, until the first mortgage above set-out is paid, then monthly payments to be increased to $100.00 monthly. Said payments are to be applied first to payment of interest on the principal sum or so much thereof as shall frim time to time remain unpaid and the balance to be applied to payment of principal, until the entire amount is 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,

E. E. MORELAND AND WIFE, OVE LENA L. MORELAND

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

ERNEST AGEE AND WIFE, CORA AGEE

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

Being the easterly 4 feet of Lot No. 18 and all of Lots 19 and 20, on the Plan of Felix Zollicoffer's Addition to Edgefield, now East Nashville, of record in Book 19, page 162, Register's Office for said County.
Said lot Nos. 19 and 20 and part of Lot No. 18 adjoin and front together 90 feet on the south side of Russell Street and run back between parallel lines 174 feet to an alley.
Being the same property conveyed to E. E. Moreland, by deed from Malvina Huffer, of record in Book 2591, page 281, said Register's Office.

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 unincumbered.

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.

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 L. M. Nelson Trustee, his successor and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purpose aforesaid, viz: 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 X insurable value, and keep said insurance policy or policies assigned to said Trustee as his interest may appear. We further agree that the said insurance shall be kept in force until the note herein secured are fully paid, and to pay the last, if any, note 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 sums so expended as part of the indebtedness secured thereby, the same to bear interest from the date of such payment. Now, if we, the said grantees, shall pay the notes aforesaid when due, together with interest upon same, and keep said premises insured, as aforesaid, then this deed of 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 same, keep up insurance or keep said premises insured as herein provided; we do hereby authorize 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, which shall have been paid out on account hereof, or any of said sums then governed shall expend in said taxes and others, 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 the successor in trust, is hereby authorized and empowered, upon giving twenty days' notice by three publications in some newspaper published in said County, of the time, place and terms of sale, to sell said property at the front door of the County Courthouse in said County, to the highest bidder for cash, at public auction, 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 recitals may be all of any said matter this conveyance. We agree that the Trustee may at any time, after death in the payment of any one of said notes, enter and take possession of said property, and shall rent the same carefully rendered by him. We further agree that in the event the Trustee fails, before selling said property, as herein provided, or upon any subsequent 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:

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