INSTALLMENT DEED — TENNESSEE TITLE COMPANY

FORM 1068

FOR AND IN CONSIDERATION OF the sum of ($11,000.00)
- - - - - - - - - - - - - Eleven Thousand & No/100 - - - - - - - - - - - - - - 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 joint lien promissory note of even date herewith, payable to the Order of Haskell Harrison Greer, Executor Under the Will of Ada Emeline Greer, in the principal sum of $9,500.00 in monthly installments as follows, On the 1st day of November, 1962, the sum of $92.71, and thereafter a like amount on the 1st day of each succeeding month, said payments to be applied first to payment of interest at the rate of 6% per annum, on the principal sum or so much as shall from month to month remain unpaid, and the balance to be applied to the payment of the principal sum, until the entire amount, both principal and interest has been paid in full.

Privilege is reserved of paying any number of said monthly payments or this note may be paid in full on any paying date.

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, Haskell Harrison Greer, Executor Under the Will of Ada Emeline Greer,

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

Ernest Agee and wife Cora A. Agee,

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

Being the east 40 feet of Lot No. 72 on the Map of Barrow's Addition to Edgefield, as of record in Plan Book 1, Page 13, Chancery Court at Nashville.

Said part of said lot fronts 40 feet on the southerly side of Russell Street and runs back between parallel lines, 170 feet to an alley.

Being property vested in Haskell Harrison Greer, as Executor Under the Will of Ada Emeline Greer, Deceased, whose will is of record in Will Book 76, Page 174, County Court Clerk'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 unencumbered, except as stated herein and taxes for 1962, which are being paid.
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. O. Hardaway, 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 $10,000.00 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 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, 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, [illegible]