Owner's Name:
Herbert E. Agner
1006 Grandview Dr.
Nashville, Tenn.

Send Tax Statement to:
Herbert E. Anger
115-8th Ave., No.
Nashville, Tenn.

PREPARED BY
C. H. BRILEY, JR., ATTORNEY
320 UNION STREET
NASHVILLE, TENNESSEE 37219

FORM 1003 INSTALLMENT DEED — TENNESSEE TITLE COMPANY

BOOK 3942 PAGE 613

Map 118-13
Par. 35

FOR AND IN CONSIDERATION OF the sum of $1.00
ONE AND NO/100---------- DOLLARS

paid in cash by the grantees hereinafter named, and for other good and valuable considerations, the receipt of which is hereby acknowledged, and for the balance the grantees herein have executed their one promissory note of even date herewith, for the sum of $14,500.00, payable to the Grantor herein, with interest at 6% per annum, both principal and interest payable $93.43 monthly, to be applied first to payment of interest on the principal amount, or so much thereof as shall from time to time remain unpaid and the balance to be applied to payment of principal until the 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,

NETTIE D. LUCAS, A WIDOW

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

HERBERT E. AGNER AND WIFE, ELIZABETH S. AGNER

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

Being Lot No. 33 on the Map of Section One, Oriental Golf Club Subdivision, as of record in Book 1424, page 10, Register's Office for said County, described as follows:

BEGINNING at a point in the northerly margin of Grandview Drive at the common corner of Lots Nos. 32 and 33 on said Plan; being 249.3 feet west of the westerly margin of Lealand Lane or 10th Avenue South; thence with the line between said lots, northerly 246 feet to the corner of said lots and of Lots Nos. 25 and 26; thence westerly with the line between Lots Nos. 25 and 33, 75 feet to the corner of Lots Nos. 24 and 25, 33 and 34; thence southerly with the line between Lots Nos. 33 and 34, 247.5 feet to the northerly margin of Grandview Drive; thence with the margin of the same, easterly 75 feet to the beginning.

Being the same property conveyed to Albert M. Lucas and wife, Nettie D. Lucas, by deed from D. K. McGee and wife, as of record in Book 2096, page 561, said Register's Office, the said Albert M. Lucas having since died.

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.

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 Richard Lucas 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 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 herein, 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, 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 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 1st day of October 19 65

Nettie D. Lucas

Herbert E. Agner

Elizabeth S. Agner

PREPARED BY
C. H. BRILEY, JR., ATTORNEY
320 UNION STREET
NASHVILLE, TENNESSEE 37219

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, R. D. Richards, a Notary Public in and for said County and State, the within named Nettie D. Lucas; Herbert E. Agner and wife, Elizabeth S. Agner the bargainor S, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes, therein contained.

Witness my hand and official seal at Nashville this 1st day of October 1965

Commission Expires May 6, 1966 R. D. Richards Notary Public.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Don E. Nichols, a Notary Public in and for said County and State, the within named Nettie D. Lucas the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, this 1st day of October 1965

Commission Expires 2-6-68 Don E. Nichols Notary Public.

such

WITNESS my hand and official seal at office at

on this the day of 19

My commission expires

Notary Public

R. E. WORRALL PUBLISHER

TOTAL $

PROBATE 50

STATE TAX $

2175

INSTALLMENT DEED
G-182050 mas

FROM
NETTIE D. LUCAS, A WIDOW

TO
HERBERT E. AGNER, ET UX

REGISTER'S OFFICE
STATE OF TENNESSEE
DAVIDSON COUNTY

Received for record this 5 day of OCT A. D. 1965 at 8:47 A.M.
Noted in Book 3942 Page 614
Recorded in Book 3942 Page 615
Recording Fee $ 2.75
By DEP. REG.

FELIX Z. WILSON, Register
DAVIDSON COUNTY, TENN.

County Register

Dept. Reg.

Published by

PEERLESS PRINTING CO. BOX 7128 NASHVILLE, TENN.