This Instrument is prepared by:
James R. Wyatt, Attorney
First American Center
Nashville, Tennessee

Installment Deed

BOOK 5147 PAGE 871

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Jerry Agee et al	Same	MAP - 119 - 14
(NAME:)	(NAME:)	
2906 Wingate Ave.		Parcel - 166
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville Tenn		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Twenty Six Thousand Two Hundred Fifty and no/100---
----------($26,250.00)---------- *Dollars,*
of which Four Thousand and no/100----------
----------($ 4,000.00)---------- *Dollars, has been paid in cash,*
the receipt of which is hereby acknowledged, and for the remainder Twenty Two Thousand Two Hundred Fifty and no/100
----------($22,250.00)---------- *Dollars,*

Jerry Agee and Otto Werrbach III *ha.* S *executed*
one note of even date herewith in the principal sum of $22,250.00, payable to the order of Virgil McCool and wife, Erline McCool in 180 monthly installments of $219.10 each, which includes both principal and interest at the rate of 8-1/2% per annum, the first installment falling due on the first day of July, 1977, and the others monthly thereafter until the principal and interest have been paid in full.

and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed, We Virgil McCool and wife, Erline McCool

have this day bargained and sold, and do hereby transfer and convey unto the said Jerry Agee and Otto Werrbach III,

their *(successors), heirs and assigns,*

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

Land in Davidson County, Tennessee, being Lot No. 25 on the Map of Tuggle Heights Subdivision, as of record in Book 1130, page 90, Register's Office for said County. Said Lot No. 25 fronts 60 feet on the east side of Wingate Avenue and runs back between parallel lines 150 feet to a dead line.

Being the same property conveyed to Virgil McCool and wife, Erline McCool, by deed from Sadie H. Mullins and Ernestine M. Burris, recorded in Book 4872, page 807, Register's Office for said County.

This conveyance is made subject to a 10-foot easement for public utilities along rear line and 40-foot building setback line from Wingate Avenue, and conditions of owner's certificate, as shown on plan of record in Book 1130, page 90, and restrictive covenants of record in Book 1555, page 624, and Book 1556, page 348, Register's Office for Davidson County, Tennessee.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $ 26,250.00

Subscribed and sworn to before me, this the 17 day of May 1977

Virgil McCool
Affiant

My commission expires: May 6, 1980
(Affix Seal)

Notary Public

This is improved (XX) unimproved ( ) property, known as 2906 Wingate Avenue (House Number) (Street) Nashville, Tennessee P. O. Address: (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Jerry Agee and Otto Werrbach III,

their *(successors), 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 for 1977 taxes which are prorated and assumed by the purchasers

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Jerry Agee and Otto Werrbach III,

their *(successors), 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 indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Jerry Agee and Otto Werrbach III,

their

hereinafter referred to as trustors, hereby transfer and convey unto James R. Wyatt *, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:*

Trustors 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 the sum of $ ....., or at least the maximum insurable value, until the indebtedness herein secured is 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 or holder of said indebtedness as his interest may appear.

Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustors upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, 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 indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof, 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 trust conveyance. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed 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 indebtedness 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 trustors, their order, 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 indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, 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 Registers Office for Davidson County, Tennessee, and the title herein conveyed to the above named trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

Witness our *hand* S *this* 11 *day of* May, 19 77, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Virgil McCool

Erline McCool

X Jerry J. Agee

Otto W. Werrbach III

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, ..., *a Notary Public in and for said County and State,* Virgil McCool and wife, Erline McCool and Jerry Agee and Otto Werrbach III

*the within named 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, Tennessee *this* 11 *day of* May, 19 77.

John C. Walton Notary Public

NOTARY PUBLIC DAVIDSON COUNTY, TENN. MY COMM. EXPIRES

Commission expires May 6, 1980

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 31,750.00

Virgil McCool
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 17th DAY OF May 1977.

Deputy Register

..... *a Notary Public of the State and* .....,

who, upon oath, acknowledged ..... *self to be* .....,

and that ..... *he as such* .....,

being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by ..... *self as* .....

Witness my hand and seal at office in ....., *this* ..... *day of* ....., 19.....

Notary Public

Commission expires .....

MAY 17 77 CONV 26,250.00
MAY 17 77 MORT'G 22,250.00
MAY 17 77 S'TAX B* 68.12
MAY 17 77 S'TAX B* 20.20
MAY 17 77 PR'FEE B* .50
MAY 17 77 W'DEED B* 4.00 * 92.82

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IDENTIF. REFERENCE

MAY 17 9 56 AM '77

FELIX A. [illegible] REGISTER
DAVIDSON COUNTY, TENN.

INSTALLMENT DEED

FROM Virgil McCool et ux

TO Jerry Agee et al

Compliments of
Chicago Title Insurance Company
First Floor — First American Center
NASHVILLE, TENNESSEE 37208
Phone 255-4631