THIS INSTRUMENT PREPARED BY:
LUCIEN DALE, ATTORNEY
14th Floor, Nashville Trust Building
Nashville, Tennessee 37201

BOOK 5176 PAGE 722

INSTALLMENT DEED 2115 Sadler Court, Map 106-13 Par. 160

For and in Consideration of the sum of FIFTEEN THOUSAND AND NO/100 ($15,000.00)---------- Dollars, of which FIVE HUNDRED AND NO/100 ($500.00)---------- Dollars, has been paid in cash by RICHARD S. WIMMER AND AMY MAE PUCKETT the receipt of which is hereby acknowledged, and for the remainder FOURTEEN THOUSAND FIVE HUNDRED AND NO/100 ($14,500.00)---------- Dollars, the said RICHARD S. WIMMER AND AMY MAE PUCKETT have executed an Installment Deed Note in the principal amount of $14,500.00 payable to the order of Mildred Lee Owen at the rate of $155.82 per month. Said note bears interest at the rate of 10% per annum and monthly payments include interest. In addition thereto the Grantees have executed a second Promissory Note in the amount of $3,600.00 which bears no interest, which shall pay the taxes and insurance as they become due, and shall remain in full force and effect so long as the principal indebtedness due on the first note is not paid in full.

all of said notes bearing six per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, JOHNNIE B. LOVELADY and MILDRED LEE OWEN

have this day bargained and sold, and do hereby transfer and convey unto the said RICHARD S. WIMMER AND AMY MAE PUCKETT, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

A lot of land in the 6th Civil District of Davidson County, Tennessee, being Lot No. 8 in a Re-subdivision of Part of Sadler Estate, Section 9 as shown on a plat recorded in Book 2083, Page 77, Register's Office for said County, more particularly described as follows:

Beginning at the southeast corner of Lot No. 7 of the Re-subdivision in the north line of Sadler Court; thence south 75° 51 feet east with said line of Sadler Court 30 feet to a concrete monument; thence in an easterly and northerly direction with the said line of Sadler Court, the same being a line curving to the left on a radius of 75 feet, a distance of 108 feet to a concrete monument; thence north 14° 25 feet east with the west line of Sadler Court, 15 feet to the southeast corner of Lot No. 9; thence north 75° 51 feet west with the boundary between Lots 8 and 9 a distance of 105 feet to a pin in the east boundary of Lot No. 7; thence south 14° 25 feet west along the east boundary of Lot No. 7 a distance of 93.1 feet to the point of beginning.

Being the same property conveyed to Johnny B. Lovelady and Mildred Lee Owen by deed from James C. Dickens and wife, Buelah H. Dickens of record in Book 4642, Page 841, Register's Office for Davidson County, Tennessee.

Buyer
Richard Wimmer
2115 Sadler Ct.

tax bills
Mildred Owen
505 Kenwick Ave.
Nashville, Tenn.

This is improved XX property, know as 2115 Sadler Court, Nashville, Tennessee 37211
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)
unimproved ( )

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Richard S. Wimmer and Amy Mae Puckett, 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 said real estate to said Richard S. Wimmer and Amy Mae Puckett 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 in hand paid, we, the said Richard S. Wimmer and Amy Mae Puckett

do hereby transfer and convey unto Lucien Dale, 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 Richard S. Wimmer and Amy Mae Puckett 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 $ 15,000.00 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 interst 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 therein, the same to bear interest from the date of such payment.

Now, if we, the said Richard S. Wimmer and Amy Mae Puckett 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 trust 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 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 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 Richard S. Wimmer and Amy Mae Puckett 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 Lucien Dale, Trustee, shall be vested in said successor.

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 Johnnie B. Lovelady and Mildred Lee Owen and Richard S. Wimmer and Amy Mae Puckett hereunto set our hands at Nashville, Tennessee, this the 27th day of July 19 77

Johnnie B. Lovelady
JOHNNIE B. LOVELADY

Mildred L Owen
MILDRED LEE OWEN

Richard S Wimmer
RICHARD S. WIMMER

Amy Mae Puckett
AMY MAE PUCKETT

STATE OF TENNESSEE
Davidson County

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named Johnnie B. Lovelady and Mildred Lee Owen and Richard S. Wimmer and Amy Mae Puckett

the bargainors, 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 27 day of July, 19 77

_____, Notary Public.

Commission Expires 4-27-80

STATE OF _____

_____ **County.**

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the bargainor____, with whom I am personally acquainted, and who acknowledged that _____ executed the within instrument for the purposes therein contained.

Witness my hand and official seal at _____ this _____ day of _____, 19____

_____, Notary Public.

Commission Expires _____

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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Before me, , a Notary Public of the State and

County aforesaid, personally appeared ,

with whom I personally acquainted, and who, upon oath, acknowledged self to be

of the ,

the within named bargainor, a corporation, 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 .

Witness my hand and seal, at office in ,

this day of , 19 .

JUL28 CONV 15,000.00
JUL28 MORT'G 14,500.00
JUL28 S'TAX B* 39.00
JUL28 S'TAX B* 12.50
JUL28 PBTEE B* .50
JUL28 W'DEED B* 8.00 * 60.00

, Notary Public.

Commission expires .

(over for additional acknowledgements)

INSTALLMENT DEED

FROM
JOHNNIE B. LOVELADY, ET AL

Deed to 2/15 Sadler Court

TO

RICHARD S. WIMMER AND AMY
MAE PUCKETT

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

E17008

TOGETHER REFERENCE

JUL 28 1 16 PM '77

REGISTER
DAVIDSON COUNTY, TENN.

TOOLEY CO. NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Richard S. Wimmer and Amy Mae Puckett (NAME)	Same (NAME)	Map 106-13 Parcel 160
Sadler Court (STREET ADDRESS OR ROUTE NUMBER)	Same (STREET ADDRESS)	
Nashville, Tn. 37211 (CITY) (STATE) (P. O. ZIP)	Same (CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY
LUCIEN DALE, ATTORNEY
1406 Nashville City Bank &
Trust Building
Nashville, Tennessee 37201

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 15,000.00 Johnnie B Lovelady
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE

24th DAY OF July 1977.

Notary Public

MY COMMISSION EXPIRES: Dep Register

(AFFIX SEAL)