INSTALLMENT DEED

For and in Consideration of the sum of THIRTY-TWO THOUSAND FIVE HUNDRED AND NO/100------

($ 32,500.00) ---------- Dollars,

of which EIGHT THOUSAND FIVE HUNDRED THIRTY ONE AND NO/100 (8,531.67) ---------- Dollars,

has been paid in cash by DONALD E. WAGNER and wife, STELLA W. WAGNER ----------

the receipt of which is hereby acknowledged, and for the remainder TWENTY THREE THOUSAND NINE

HUNDRED SIXTY EIGHT and 33/100 ($23,968.33) ---------- Dollars,

the said DONALD E. WAGNER and wife, STELLA W. WAGNER, ha ve assumed and agreed to pay the unpaid balance as of january 1, 1978, of $15,968.33 of one note dated May 11, 1973, in the original sum of $17,200.00 payable as set out in same and executed by MARJORIE FOSHEE HARRIS, the grantor herein, to VADEN LACKEY, JR., Trustee, of record in Book 4707, page 551, Register's Office for Davidson County, Tennessee, to which reference is here made for particulars; and for the remainder of $8,000.00, said DONALD E. WAGNER AND WIFE, STELLA W. WAGNER, have this day executed their one principal promissory vendors' lien note payable to the order of MARJORIE FOOSHEE HARRIS AND made to fall due and payable in 60 monthly installments of $167.04 each, including principal and interest at the rate of 9.25% per annum, the first on February 16, 1978, and one other on the 16th day of each succeeding month until the entire amount of principal and interest herein secured has been paid in full; and it is further understood and agreed that the lawful owner of this note for $8,000.00 may at any time pay any installments of said note for $17,200.00 which may become past due and delinquent and charge and treat same as though part of the debt herein secured, said $8,000.00 note

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, I, Marjorie Fooshee Harris, a widow

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have this day bargained and sold, and do hereby transfer and convey unto the said

Donald E. Wagner and wife, Stella W. Wagner, their heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows:
Land in 6th Civil District of Davidson County, Tennessee, being Lot No. 1 on the Plan of Battlewood, Section 3, as of record in Book 3300, page 4, Register's Office for said County, described as follows:

Beginning on the easterly margin of Drummond Drive at the corner of lots Nos 1 and 2; thence with said Drive, northerly 82.08 feet; thence north 39 deg. 47' east 367.78 feet to "reference line" continuing in the same direction 50 feet, more or less, to the center of Hill Creek; thence with the center of said creek, southwardly 203 feet, more or less, to the corner of lots Nos. 1 and 2; thence with the line between said two lots, westwardly 105 feet, more or less, to "reference line", continuing in the same diredtion 328.11 feet to the beginning.

Being the same property conveyed to Marjorie Fooshee Harris, by deed from Sue Ann Owens Mize and husband, James Mize, of record in Book 4707, page 549, Register's Office for Davidson County, Tennessee.

THIS COWVEYANCE IS MADE SUBJECT TO:
Restrictive Covenants of record in Book 3248, page 212, said Register's Office; easement for sanitary sewers of record in Book 3504, page 94, said Register's Office; and setback lines and easements as set out in the above mentioned Plan of record in Book 3300, page 4, said Register's Office to which instruments reference is here made for particulars.

This is unimproved ( ) improved (X) property, know as 1000 Drummond Drive, Nashville, Tennessee 37211
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Donald E. Wagner and wife, Stella W. Wagner, their heirs and assigns forever. I covenant that I am 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 set out above and 1978 property taxes.

I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said Donald E. Wagner and wife, Stella W. Wagner, 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 Donald E. Wagner and wife, Stella W. Wagner,

do hereby transfer and convey unto Elizabeth F. Gilbert, 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 Donald E. Wagner and wife, Stella W. Wagner,

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 $ insureable 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 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 Donald E. Wagner and wife, Stella W. Wagner 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; if 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 Donald E. Wagner and wife, Stella W. Wagner, their 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 Said Elizabeth F. Gilbert, 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 Marjorie Fooshee Harris, a widow and Donald E. Wagner and wife, Stella W. Wagner hereunto set our hands at Nashville, Tennessee, this the 16th day of January 1978

X Marjorie Fooshee Harris
Marjorie Fooshee Harris

X Donald E. Wagner
Donald E. Wagner
Stella W. Wagner

X
Stella W. Wagner

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Frances M. Hinrichs, a Notary Public in and for said County and State, the within named Marjorie Fooshee Harris, a widow, and Donald E. Wagner and wife, Stella W. Wagner

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 16 day of January, 1978

Frances M. Hinrichs, Notary Public.

Commission Expires MY COMMISSION EXPIRES OCT. 18, 1981
Oct. 18, 1981

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 }

BOOK 5244 PAGE 636

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 self as .

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

, Notary Public.

Commission expires .

(over for additional acknowledgements)

JAN 18 78	CONV	32,500.00			
JAN 18 78	MORT'G	*8,000.00			
JAN 18 78	S'TAX		B*	04.50	
JAN 18 78	S'TAX		B*	6.00	
JAN 18 78	PR'FEE		B*	.50	
JAN 18 78	W'DEED		B*	8.00	* 99.00

INSTALLMENT DEED

FROM

Marjorie Fooshee Harris

TO

Donald E. Wagner and wife,

Stella W. Wagner

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

E 46720

IDENTIF. REFERENCE

JAN 18 3 56 PM '78

TOOLEY CO., NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
MR. & MRS. DONALD E. WAGNER (NAME)	Same (NAME)	Map 119-16, Par. 81
68 VAUGHN'S GAP ROAD (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	FB 6DA-33516
NASHVILLE, TENN. 37205 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

B. ROY KENNEDY, JR., Attorney
121 UNION STREET, NASHVILLE, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$32,500.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 18 DAY OF January 19 78.

Notary Public

MY COMMISSION EXPIRES: MY COMMISSION EXPIRES OCT. 18, 1981

(AFFIX SEAL)