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File in Box # 4
#86-11-10

This Form furnished by Attorneys Title Company, Inc.

**INSTALLMENT DEED** Form No. WD-4

**FROM**

FANNIE B. WHITLOW

**TO**

JEFFREY M. WEYRICH AND WIFE,
RITA MARIE WEYRICH

For draftsman's use

THIS INSTRUMENT PREPARED BY:
FOLEY & WEISS, ATTORNEYS
Suite 500, One Church St. Bldg.
Nashville, Tennessee 37201

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| JEFFREY M. WEYRICH (NAME) | "OWNERS" (NAME) | Map 147-07 |
| 4412 Winston Avenue (STREET ADDRESS OR ROUTE NUMBER) | (STREET ADDRESS) | Parcel 100 |
| Nashville, Tennessee 37211 (CITY) (STATE) (P. O. ZIP) | (CITY) (STATE) (ZIP) | #06DU-17370 |

(FOR REGISTER'S USE)

62097

IDENTIFICATION REFERENCE

Nov 11 11 19 AM '86

REGISTER
DAVIDSON COUNTY, TN

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 37,000.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 10th DAY OF November 19 86

Notary Public

MY COMMISSION EXPIRES: February 19, 1988

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of THIRTY SEVEN THOUSAND DOLLARS AND NO/100 ($37,000.00) DOLLARS

of which $ 37,000.00 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 Promissory Note of even date payable to the order of the grantor herein in the sum of $30,000.00 in 120 monthly installments of $396.45 each including interest at the rate of Ten percent (10%) per annum beginning December 10th 1986, with the final payment, if not sooner paid, being due on the 10th of November 1996. Payments to be credited first to the payment of interest on the unpaid principal balance as shall from time to time remain unpaid, remainder to principal. In addition grantees shall pay additional sums monthly equal to 1/12 of the annual installments for taxes and insurance.

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,

FANNIE B. WHITLOW

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

JEFFREY M. WEYRICH AND WIFE, RITA MARIE WEYRICH

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

Land in Davidson County, Tennessee, being Lots Nos. 4 and 6 on the Map of a ssurvey by Erle Drake, filed as Exhibit "B" in the cause of Henry Redd vs. Budford Taylor et al, in the Chancery Court at Nashville, and described as follows:

Said Lot No. 4 is described as Beginning at the intersection of an Avenue dividing Lot 5 from Lot 4 at a located point, as shown by survey, Exhibit "B"; thence from said point south 17 1/2 degrees east along with the fence 114 feet to a point; thence from said point south 88 1/2 degrees west 180 feet along a line fence to a located point; thence north 15 1/2 degrees west with fence to located point in the margin of said Avenue; thence along said Avenue South 85 degrees east 186 feet back to the beginning point, and containing .49 acre. Said Lot No. 6 is described as beginning at a point in the intersection of a 30 foot Avenue described in Exhibit "B" hereinabove referred to and George Harris's lands, and running thence with a fence north 11 1/4 degrees east 201 feet to a located post; thence 88 degrees east 56 feet to a located stake; thence almost at right angles with said line 213 feet to a point of intersection of said 30 foot Avenue; thence 50 feet at right angles to the beginning point, and containing .26 acres.

Continued on back

This is unimproved ( ) improved (XX) property, known as 4412 Winston Avenue, Nashville, Tennessee 37211
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

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 grantors herein do hereby transfer and convey unto Peter Weiss 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 grantors 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 $ ins. 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 grantors, 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 in 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, the statutory right of redemption, homestead, dower, statutory or elective rights, 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 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 the grantors 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 10th day of November, 19 86.

Fannie B. Whitlow
FANNIE B. WHITLOW

Jeffrey M. Weyrich
JEFFREY M. WEYRICH

Rita M. Weyrich
RITA MARIE WEYRICH

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me the undersigned, a Notary Public in and for said County and State, the within named FANNIE B. WHITLOW AND JEFFREY M. WEYRICH AND WIFE, RITA MARIE WEYRICH the bargainors, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at NASHVILLE Tennessee, this 10th day of November 1986.

Notary Public

Commission expires February 19, 1988

Continued from Front

BEING the same property conveyed to John T. Whitlow and wife, Fannie B. Whitlow, by Deed from Ed Turrentine and wife, Ethelyne T. Turrentine, of record in Book 4443, Page 903, Register's Office for Davidson County, Tennessee. The said John T. Whitlow having since died.

This conveyance is subject to any and all zoning regulations, building restrictions and setback lines, if any, and easements and rights for public utilities applicable to this property; and taxes for the current year which have been prorated and assumed by the Grantee(s) herein.

**OFFICIAL RECEIPT**
**FELIX Z. WILSON, II**
**REGISTER OF DAVIDSON COUNTY**
**NASHVILLE, TENNESSEE**

RECEIVED OF _____

FOR _____

BOOK 7037 PAGE 45

| | | |
|---|---|---|
| CO - CONVEYANCE | CC - CERTIFIED COPY | MISC - MISCELLANEOUS |
| MO - MORTGAGE | REL - RELEASE | CO TX - STATE TAX CONVEY |
| WD - WARRANTY DEED | UCC - UNIFORM COMMERCIAL CODE | MO TX - STATE TAX MORT |
| TD - TRUST DEED | | PRFEE - PROBATE FEE |

| DATE | SYMBOL | VALUATION | TAX AND FEES | TOTAL PAID |
|---|---|---|---|---|

| | |
|---|---|
| 37000.00- | CAMT. |
| 30000.00- | MAMT. |
| 103.60 | CSTAX |
| 28.00 | MSTAX |
| .50 | PRFEE |
| 6.00 | WDEED |
| CHECK | 139.10- |
| 4675A 11/21/86 BAL | .00 |

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

62097

IDENTIFICATION REFERENCE

Nov 11 11 19 AM '86

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 10685