THIS INSTRUMENT PREPARED BY: WILLIAM B. BRUCE, 1610 Parkway Towers, Nashville, Tennessee 37219

mail

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD - 4

FROM

McKinley S. McWhorter and wife, Helen M. McWhorter

TO

Frank J. Zerbel and wife, Jane B. Zerbel

For draftsman's use

BOOK 8033 PAGE 774

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Frank J. Zerbel, et ux (NAME)	Mortgage Corp. of the South (NAME)	MAP 73-12
2403 Vale Lane (STREET ADDRESS OR ROUTE NUMBER)	2119 6th Avenue North (STREET ADDRESS)	PARCEL 88
Nashville, TN 37214 (CITY) (STATE) (P. O. ZIP)	Birmingham, Alabama 35203 (CITY) (STATE) (ZIP)	3DZ-48768

(FOR REGISTER'S USE)

IDENTIF. TREFERENCE 9949

JAN 29 9 24 AM '90

DAVIDSON COUNTY, TN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 70,106.40 McKinley S McWhorter
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 26th DAY OF January, 1990.

William Bruce
Notary Public

MY COMMISSION EXPIRES: 3-11-91

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Seventy Thousand One Hundred Six and 40/100 ($70,106.40) DOLLARS

of which $ 5,000.00 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 assumed a first mortgage of record in Book 7301, Page 462, Register's Office for Davidson County, Tennessee and have executed an Installment Deed Note of even date in the principal amount of $4,850.00 for five years at 10% interest.

The maximum principal indebtedness under any contingency of the Installment Deed Note is $4,850.00.

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,

McKinley S. McWhorter and wife, Helen M. McWhorter

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

Frank J. Zerbel and wife, Jane B. Zerbel

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

Land in Davidson County, Tennessee, being Lot No. 106 on the Revised Plan of Sunset View, Section 1, as of record in Book 3106, page 57, Register's Office for said County.

Said Lot No. 106 fronts 100 feet on the southerly side of Vale Lane and extends back between lines, 142.2 feet on the westerly line and 152.5 feet on the easterly line, to a line in the rear, on which it measures 128.1 feet.

Being the same property conveyed to McKinley S. McWhorter and wife, Helen M. McWhorter by deed from Michael T. Shreeve and wife, Cathryn E. Shreeve of record in Book 7301, page 459, Register's Office for Davidson County, Tennessee.

This conveyance is subject to any and all existing easements and restrictions of record.

This conveyance is subject to Restrictive Covenants of record in Book 2492, page 307, Register's Office for said County.

This is unimproved ( ) improved (X) property, known as 2403 Vale Lane, Nashville, Tennessee 37214
(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 grantees herein do hereby transfer and convey unto William B. Bruce 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 $ 65,000 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 therein, 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, 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 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.

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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 26th day of January 19 90.

McKinley S. McWhorter — Helen M. McWhorter

Frank J. Zerbel — Jane B. Zerbel

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

0832 01/29 0101 03CHECK 241.60

Personally appeared before me William B. Bruce, a Notary Public in and for said County and State, the within named McKinley S. McWhorter and wife, Helen M. McWhorter and Frank J. Zerbel and wife, Jane B. Zerbel 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 26th day of January, 19 90.

William B. Bruce Notary Public

Commission expires 3-11-91

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, _____, a Notary Public of the State and County aforesaid, personally appeared _____ with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), 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 _____

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

RECEIVED OF _____

FOR _____

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CO - CONVEYANCE
MO - MORTGAGE
WD - WARRANTY DEED
TD - TRUST DEED

CC - CERTIFIED COPY
REL - RELEASE
UCC - UNIFORM COMMERCIAL CODE

MISC - MISCELLANEOUS
CO TX - STATE TAX CONVEY
MO TX - STATE TAX MORT
PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

CAMT 70106.40
MAMT 4850.00
CON TX 231.33
MOR TX 3.27
PRFEE 1.00
WDEED 6.00
TOTAL 241.60
CHECK 241.60

01/29/90 01 09:21 0001 6832

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

99499

IDENTIF. TREFERENCE

JAN 29 9 24 AM '90

FELIX DAVIDSON COUNTY TN.

No. 287396