275314
Bk 35

Maximum principal indebtedness for Tennessee recording tax purposes is $66,500.00. INSTALLMENT DEED
AND
PARTY WALL AGREEMENT

BOOK 9600 PG 879

FROM: Roberta F. Agee

TO: Richard Lee Bogle (as to a 1/2 undivided interest) and Kenneth Durrell Smith (as to a 1/2 undivided interest), as tenants in common

THIS INSTRUMENT PREPARED BY:
A. Harrison Johnson, Jr. Esquire
Suite 600, 49 Music Square West
Nashville, TN 37203

ADDRESS NEW OWNER(S) AS FOLLOWS: SEND TAX BILLS TO: MAP-PARCEL NOS.:

Richard Lee Bogle (as to a 1/2 undivided interest) and Kenneth Durrell Smith (as to a 1/2 undivided interest), as tenants in common	SAME	Map 93-10 Parcel 355
(NAME)	(NAME)	FIELD BOOK NO.
P.O. Box 60323		
(STREET ADDRESS AND ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee 37206		
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $85,000.

Affiant

Subscribed and sworn to before me, this 14 day of February, 1995.

My Commission Expires: 11-10-97 (Affix Seal)

Notary Public

(FOR REGISTER'S USE)

FOR AND IN CONSIDERATION of the sum of EIGHTY-FIVE THOUSAND DOLLARS ($85,000), of which Eight Thousand Five Hundred Dollars ($8,500), has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder, Sixty-Six Thousand Five Hundred Dollars ($66,500) Richard Lee Bogle (as to a 1/2 undivided interest) and Kenneth Durrell Smith (as to a 1/2 undivided interest), as tenants in common ("Grantees" herein) have executed a vendor's lien note of even date herewith due March 1, 2025, and made payable to the order of Grantor herein, in the sum of Sixty-Six Thousand Five Hundred Dollars ($66,500), and providing for payment of collection costs, court costs and attorney's fees, and to secure the payment of said indebtedness, principal, interest, collection costs, court costs and attorney fees, the undersigned Grantor, Roberta F. Agee (the "Grantor" herein), has bargained and sold, and by these presents does transfer and convey unto the said Grantees, Richard Lee Bogle (as to a 1/2 undivided interest) and Kenneth Durrell Smith (as to a 1/2 undivided

interest), as tenants in common, their heirs and assigns, certain land in Davidson County, State of Tennessee, described as follows, to-wit:

> The south 40 feet of that certain lot of parcel of land in Davidson County, Tennessee, described according to a survey made by T. R. Sanford, Surveyor, dated September 13, 1967, as follows:
>
> BEGINNING at a railroad spike on the westerly margin of 4th Avenue South, at the southeast corner of Tract No. 2 conveyed to K. O. Haury by deed from K. O. Haury and wife, of record in Book 3430, page 6309, Register's Office for Davidson County, Tennessee; thence with the center of an alley and Haury's southerly line, Westwardly 169 feet to an iron pin in the easterly margin of an alley; thence with said alley, Southwardly 177 feet 9 inches to an iron pin; thence Eastwardly 166.7 feet to the westerly margin of 4th Avenue South; thence with said Avenue, Northwardly 177 feet 9 inches to the beginning.
>
> Being part of the same property conveyed to Allen D. Agee and wife, Roberta F. Agee, by deed from A. R. Greene and wife, Lois Greene, of record in Book 4171, page 189, Register's Office for Davidson County, Tennessee; the said Allen D. Agee having since died.
>
> The legal description and the state of title of the property have been furnished to the draftsman by the Grantor, by third parties or from the record. The draftsman assumes no liability as to the accuracy thereof.

This is improved property, known as 529 4th Ave., South, Nashville, Tennessee.

Further, this conveyance is given subject to:

Any encroachments over, under or upon adjoining lands of the parties hereto are merged herein and are governed by this deed; the southeast corner of the building conveyed to Grantees encroaches onto property to the south, as shown on a survey made by T. R. Sanford, dated September 13, 1967; and subject to rights and lease(s) of parties in possession of the premises, including Lease between A. R. Greene and Motor Service and Supply Co., Inc., of record in Book 3664, page 318, said Register's Office; and subject to any portion of the subject property lying within any adjoining alley ways and streets; and all utilities relating to zoning, restrictions, prohibitions and requirements imposed by governmental authority, restrictions and matters appearing on the plat of the property dated September 13, 1967, by T. R. Sanford; matters of survey and inspection; utilities easements; and

1995 taxes, which have been prorated and assumed by Grantees.

TO HAVE AND TO HOLD the said property with the appurtenances, estate, title and interest thereto belonging to the said Richard Lee Bogle (as to a 1/2 undivided interest) and Kenneth Durrell Smith (as to a 1/2 undivided interest), as tenants in common, their heirs and assigns, forever.

And Grantor does covenant with the said Grantees that she is lawfully seized and possessed of said property in fee simple; has a good right to convey it, and the same is unencumbered except as herein set forth.

And Grantor does further covenant and bind herself, her successors and assigns, to warrant and forever defend the title to the said property to the said Grantees, their heirs and assigns, against the lawful claims of all persons whomsoever.

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 Grantees (hereinafter referred to as Trustors) hereby transfer and convey unto A. Harrison Johnson, 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 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 ten percent (10%) per annum 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 sixty 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 successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The creditor may bid its vendor's lien note 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 collection and 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.

A condition of this transaction is that the subject property shall not be sold, transferred or conveyed by the Grantees, or either of them, by operation of law or otherwise. If this condition is violated, then Grantor may accelerate the maturity date of the above promissory note and call for the full payment thereof. A failure to pay the said promissory note, when so accelerated, shall be a default hereunder, entitling the Grantor, or the holder of the said note, to exercise her remedy of power of sale foreclosure hereunder.

The Grantees represent that they are single men.

PARTY WALL AGREEMENT:

1. Existence of Wall on or about Property Line. Upon the closing of this transaction, Grantor will be the fee simple owner of the land to the north of the land conveyed herein, upon which a building exists, and which building abuts and adjoins the building and land conveyed to Grantees this date; and the parties desire to recognize and agree to Grantor's use and ownership of the building situated on the north side of such party wall, and the parties desire to recognize and agree to Grantees' use and ownership of the building situated on the south side of such party wall.

2. Party Wall Declaration. It is hereby declared that the said wall shall be a party wall, and as a part of the consideration for this purchase and sale, each party hereto does hereby agree for herself/himself, her/his heirs, administrators, successors and assigns, that:

Grantor, and her heirs, administrators, successors and assigns, shall have the right and easement to make use of the northerly wall of the said building, as a party wall, forever;

and

Grantees, and their heirs, administrators, successors and assigns, shall have the right and easement to make use of the southerly wall of the said building, as a party wall, forever.

3. Conveyance. Grantor, in consideration of the sum of ten dollars paid to her by Grantees, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey tc Grantees all that equal half part in width of and in the outer wall on the southerly side of the said building of Grantees, which wall measures approximately 8 inches in width and 95 feet (more or less) from front to back, and of and in the footings and foundations thereof, and of and in the land on which said wall is erected, being approximately a strip 95 feet (more or less) in length from front to back

and 8 inches in width (more or less), together with the right of support for the said half of the said wall by the adjoining half thereof. To have and to hold the same unto Grantees, their heirs and assigns forever, but subject to and reserving to Grantor, her heirs and assigns, a like right of support by the half of the wall hereby conveyed for the adjoining half retained by Grantor.

4. Right to Encroach. The parties acknowledge that the party wall and/or the building may encroach upon the property conveyed herein and/or upon the property reserved by Grantor to the north; therefore, each party hereto does hereby grant and convey an easement to encroach upon the lands of the other, and to make repairs and maintain the said party wall, unto the other, forever.

5. Expense of Repairing or Rebuilding. If it shall hereafter become necessary or desirable to repair or rebuild the whole or any portion of the party wall, the expense of such repairing or rebuilding shall be borne equally by the parties hereto, their heirs or assigns, as to so much and such portion of the party wall as the parties hereto, their heirs and assigns, shall or may at the time of rebuilding or repairing be using in common for the purpose aforesaid, and that, whenever the party wall or such portion thereof shall be rebuilt, it shall be erected in accordance with then existing codes and as close to its present location as possible (and still comply with codes), and be of the same size, and the same or similar material, and of like quality with the present wall.

6. Damages or Destruction of Wall. In case of damage or destruction of the wall, including the foundation, either party, their heirs and assigns, shall have the right to repair or rebuild the party wall, and the other party, whenever he desires to use the same, shall have the right so to do upon the payment of one-half the expenses of such repairing or rebuilding.

7. Arbitration. If any question or difference shall arise between the parties hereto as to the construction of this agreement, or as to the amount to be paid by either party hereunder, or as to any matter connected with the party wall or any extension or repairs or rebuilding thereof, the same shall be referred to three arbitrators, one to be appointed by each of the parties, and a third to be chosen by the two thus appointed, and a decision by a majority of them shall be final.

8. Covenants to Run with Land. The covenants and agreements herein contained, including the covenants and agreements in respect to payments to be made by either party to the other for the use of such wall as hereinbefore provided (saving and excepting the covenants and agreements in respect to payments to be made by either party to the other for the use of such wall or any extension, repairs, or rebuilding thereof, which shall be deemed personal to such other party) shall run with the land, and the liability to perform and the right to enforce performance of the same (except as aforesaid) shall pass to the heirs and assigns of the respective parties hereto; provided, that no person shall be personally liable for the breach of any of the covenants and agreements contained in subparagraphs 1 through 8 of this Part Wall Agreement, unless such breach was committed during his ownership of the land.

WITNESS our signatures as of this 31st day of January, 1995.

GRANTOR: Roberta F. Agee

Roberta F. Agee

GRANTEES:

Richard Lee Bogle

Kenneth Durrell Smith

BOOK 9600 PG 884

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Linda V. Jones, a Notary Public in and for said County and State, Roberta F. Agee, the within named bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and seal at Nashville, Tennessee, this 14 day of February, 1995.

Linda V. Jones
NOTARY PUBLIC

MY COMMISSION EXPIRES: 11-10-97

3940 02/22 0101 03CHECK 413.68

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

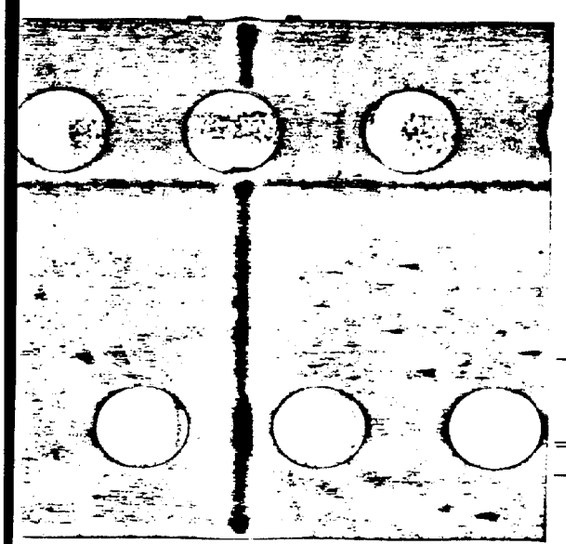
Personally appeared before me, Linda V. Jones, a Notary Public in and for said County and State, Richard Lee Bogle (a single man), and Kenneth Durrell Smith (a single man), the within named bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

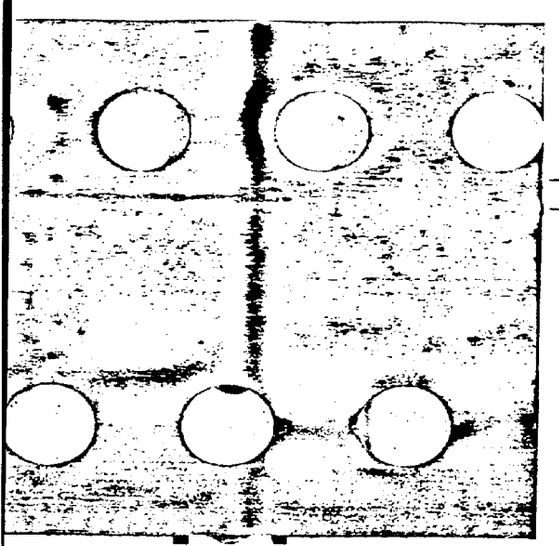
Witness my hand and seal at Nashville, Tennessee, this 14 day of February, 1995.

Linda V. Jones
NOTARY PUBLIC

MY COMMISSION EXPIRES: 11-10-97

36207
IDENTIFICATION REFERENCE
95 FEB 22 PM 2:49
REGISTER
DAVIDSON COUNTY, TN.





OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 9600 PG 885

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

CAMT	85000.00
MAMT	66500.00
CON TX	314.50
MOR TX	74.18
PRFEE	1.00
WDEED	24.00
TOTAL	413.68
CHECK	413.68

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

95 01 14:48 0001 3940

36207
IDENTIFICATION REFERENCE

95 FEB 22 PM 2:49

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN.

No. 883631