NO. 15608 REGISTERED. APRIL [illegible]

JAMES KERR AND WIFE EVE KERR, TO JULIUS FOLK AND WIFE

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of $750.00 Dollars, of which $100.00 Dollars has been paid in cash by JULIUS FOLK AND WIFE LIZZIE FOLK, the receipt of which is hereby acknowledged, and for the remainder $650.00 Dollars the said JULIUS FOLK AND LIZZIE FOLK, ha VE EXECUTED THEIR 32 JOINT PROMISSORY NOTES OF EVEN DATE HEREWITH FOR $22.80 EACH ALL IN FAVOR OF JAMES KERR, THE FIRST OF WHICH IS DUE ONE MONTH FROM DATE OF THIS INSTRUMENT AND ONE EACH SUCCEEDING MONTH THEREAFTER UNTIL ALL ARE PAID, ALL ON OR BEFORE _____.

all of said notes bearing six per cent interest from date, and to secure the payment of said notes, principal and interest, a lien is expressly retained on the land herein conveyed. WE, JAMES KERR AND WIFE EVA KERR, have this day bargained and sold, and do hereby transfer and convey unto the said JULIUS AND LIZZIE FOLK, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LOT NO 7 IN A STALCUP'S ADDITION TO EAST NASHVILLE, FRONTING FORTY FEET ON THE SOUTH SIDE OF LIG ON AVENUE, AND RUNNING BACK BETWEEN PARALLEL LINES ABOUT 85½ FEET, AND BEING THE SAME PROPERTY CONVEYED TO THE SAID JAMES KERR, BY GEORGE P. GREHORE AND WIFE MARY E. GREHORE AND OF RECORD IN BOOK NO 406 PAGE 132 OF THE R.O.D.C.TENNESSEE.

The entire debt secured herein having been paid in full to the lawful owner ... and holder ... thereof, ... hereby release the lien on the within described property, ... payment of said debt. Witness ... day of ... 1924 ... Attest ... Deputy Reg.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JULIUS AND LIZZIE FOLK 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 HUR, AND heirs and representatives, to warrant and forever defend the title to said real estate to said JULIUS AND LIZZIE FOLK, 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 nonpayment of said notes as they mature, as hereinafter provided, and for the consideration of one dollar to US, in hand paid, WE the said JULIUS AND LIZZIE FOLK, do hereby transfer and convey unto R.C.BOYCE, 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 JULIUS AND LIZZIE FOLK, do hereby agree to keep all buildings now owned, or to be hereafter erected on said property, insured in some reliable fire insurance company or companies for at least the sum of $ XXX 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 JULIUS AND LIZZIE FOLK, 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 90 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 Courthouse door 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.

2d. To the payment of all taxes which may be unpaid on said premises.

3d. 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 JULIUS AND LIZZIE FOLK 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 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 R.C.BOYCE, 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 JAMES KERR AND WIFE EVA KERR, and JULIUS AND LIZZIE FOLK, hereunto set our hands at NASHVILLE, Tennessee, this the 24T day of MARCH 1920

JAMES KERR
EVA KERR,
JULIUS FOLK,
LIZZIE FOLK,

STATE OF TENNESSEE, DAVIDSON COUNTY. Personally appeared before me C. C. MOONEY a Notary Public in and for said County and State, the within named JAMES KERR AND WIFE EVA KERR, AND JULIUS FOLK AND WIFE LIZZIE FOLK, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And LIZZIE FOLK, AND EVA KERR, WIVES, XX of the said JULIUS FOLK AND JAMES KERR, RESPECTIVELY, having appeared before me privately and apart from THEIR husband the said EVA KERR AND LIZZIE FOLK, acknowledged the execution of the said instrument to have been done by freely, voluntarily, and understandingly, without compulsion or constraint from THEIR said husband. S. and for the purposes therein expressed.

Witness my hand and official seal at NASHVILLE, Tennessee, this 23 day of APRIL, 1920

My commission expires on the day of (SEAL) C.C.MOONEY, Notary Public. MY COMMISSION EXPIRES, OCT 7, 1920

U.S.R.$1.00

RECEIVED THIS THE 26TH DAY OF APRIL, A.D. 1920 AT 10:45 O'CLOCK A.M.

M..B..T.

STATE OF TENNESSEE, DAVIDSON 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.

And

having appeared before me privately and apart from husband the said

freely, voluntarily, and understandingly, without compulsion or constraint from said husband and for the purposes therein expressed.

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

My commission expires on the day of Notary Public.