# INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of $4250.00. FORTY-TWO HUNDRED AND FIFTY AND NO/100 DOLLARS, of which ONE THOUSAND $1,000.00 AND NO/100. DOLLARS has been paid in cash by FLORENCE AVRIETT., the receipt of which is hereby acknowledged, and for the remainder OF THIRTY TWO HUNDRED AND FIFTY $3250.00 AND NO/100 DOLLARS the said FLORENCE AVRIETT. has HEREBY ASSUMED AND AGREES TO PAY ONE NOTE FOR $55. AND INTEREST AND 17 NOTES FOR $40. EACH AND INTEREST AND ONE NOTE FOR $50. AND INTEREST ALL OF SAID NOTES DATED MAY 29, 1919, AND ONE NOTE FOR $1600.00 AND INTEREST FROM MAY 22, 1920 SAID NOTE DUE IN THREE YEARS FROM MAY 22, 1920, THE MONTHLY NOTES ARE PAYABLE TO THE ORDER OF W.J. CATHEY AND THE $1600. NOTE IS PAYABLE TO THE ORDER OF W.W. SCOVEL, TRUSTEE, AND THE SAID FLORENCE AVRIETT HAS EXECUTED HER ONE PROMISSORY NOTE OF EVEN DATE HEREWITH FOR $794. SEVEN HUNDRED AND NINETY-FOUR AND NO/100 DOLLARS PAYABLE TO THE ORDER OF A.J. MCMACKIN AND BEARING INTEREST AT SIX PER CENT PER ANNUM, AND TO SECURE THE PAYMENT OF SAID NOTE AND INTEREST, A LIEN IS RETAINED UPON THE PROPERTY HEREIN CONVEYED.

AND PROVIDING FOR PAYMENT OF ATTORNEY FEES, AND

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 hereby conveyed, WE A.J. MCMACKIN AND WIFE E.J. MCMACKIN, have this day bargained and sold, and do hereby transfer and convey, unto the said FLORENCE AVRIETT. HER heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE EASTERLY 50 FEET OF THE WESTERLY 150 FEET OF THE NORTHERLY 155 FEET OF LOT NO.59 STRATTON & SEYMORE'S ADDITION TO EDGEFIELD, NOW EAST NASHVILLE, A PLAN OF WHICH IS OF RECORD IN BOOK NO. 57, PAGE 23, R.O.D.C. TENN., SAID PART OF LOT NO. 59, FRONTS 50 FEET ON THE SOUTHERLY SIDE OF SEYMORE STREET AND EXTENDS BACK SOUTHERLY BETWEEN PARALLEL LINES 155 FEET TO A PROPOSED 12 FOOT ALLEY. INCLUDING AND EXCLUDING A STRIP OF GROUND 5 FEET IN WIDTH, WHICH WAS DEDICATED, TO PUBLIC USE TO BE USED AS A PART OF SEYMORE STREET IN DEED FROM A.H. ROBINSON AND J.C. BRANSFORD, TO G.W. JARMAN, AND P.G. JARMAN, OF RECORD IN BOOK NO. 203 PAGE 290, R.O.D.C. BEING THE SAME PROPERTY CONVEYED TO A.J. MCMACKIN AND WIFE, E.J. MCMACKIN BY W.J. CATHEY, UNMARRIED, AS RECORDED IN BOOK NO. 7529, PAGE 149 IN THE REGISTER'S OFFICE FOR DAVID-DAVIDSON COUNTY, TENN.

*To Have and to Hold* said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said FLORENCE AVRIETT, EXCEPT THE NOTES NAMED WHICH ARE ASSUMED BY PURCHASER. 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 said real estate to said FLORENCE AVRIETT, HER 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 ME in hand paid, I, the said FLORENCE AVRIETT, do hereby transfer and convey unto R.E. DOUGLASS, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.



I, the said FLORENCE AVRIETT, 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 $.2,000.00 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.

I 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 I 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 I, the said FLORENCE AVRIETT, 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 I 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 I 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 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.

I 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. I 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 FLORENCE AVRIETT, 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.E. DOUGLASS, 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 A.J. MCMACKIN AND WIFE, E.J. MCMACKIN, and FLORENCE AVRIETT AND HUSBAND W.L. AVRIETT, hereunto set our hands at NASHVILLE, Tennessee, this the 16 day of SEP., 1920.

A.J. MCMACKIN.
MRS. E.J. MCMACKIN.
W.L. AVRIETT,
FLORENCE AVRIETT,

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, R.E. DOUGLASS, a Notary Public in and for said County and State, the within-named A.J. MCMACKIN AND WIFE E.J. MCMACKIN, AND FLORENCE AVRIETT, AND HUSBAND W.L. AVRIETT, the bargainorS, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained. And E.J. MCMACKIN AND FLORENCE AVRIETT, wife of the said A.J. MCMACKIN AND W.L. AVRIETT, having appeared before me privately and apart from THEIR husbandS, the said E.J. MCMACKIN AND FLORENCE AVRIETT, acknowledged the execution of the said instrument to have been done by THEM freely, voluntarily, and understandingly, without compulsion or constraint from THEIR said husbandS, and for the purposes therein expressed.

Witness my hand and official seal at NASHVILLE, Tennessee, this 16 day of SEP. 1920, 192

My commission expires on the 7TH day of JULY, 1922. SEAL R.E. DOUGLASS, Notary Public.

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 , wife of the said

having appeared before me privately and apart from husband, the said , acknowledged the execution of the said instrument to have been done by 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 , 192

My commission expires on the day of , 192 , Notary Public.

U.S.R.S. $2.00

REC. SEPT. 17, 1920, AT 11:37 A.M.