W E JENKINS ET UX TO ALBERT STEWART ET UX
NUMBER 36437 MAY 31ST 1922

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ($175.00) ONE HUNDRED SEVENTY FIVE AND 00/100 DOLLARS, of which FOUR AND 00/100 ($4.00) DOLLARS has been paid in cash by ALBERT STEWART AND WIFE LUCY E STEWART ($171.00), the receipt of which is hereby acknowledged, and for the remainder ONE HUNDRED SEVENTY ONE AND 00/100 ($171.00) DOLLARS the said ALBERT STEWART AND WIFE LUCY E STEWART ha VE THIS DAY EXECUTED THEIR FORTY THREE (43) JOINT PROMISSORY NOTES, FORTY TWO (42) OF WHICH ARE FOR FOUR AND 00/100 ($4.00) DOLLARS EACH AND ONE NOTE FOR THREE HUN AND 00/100 ($3.00) DOLLARS SAID NOTES ARE PAYABLE TO THE ORDER OF W E JENKINS AND DUE MONTHLY THE FIRST NOTE FALLING DUE JUNE 1ST 1922.

all of said notes bearing six per cent interest from date, and providing for payment of attorney's fees; and to secure the payment of said notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed, WE W E JENKINS AND WIFE FANNIE E JENKINS have this day bargained and sold, and do hereby transfer and convey, unto the said ALBERT STEWART AND WIFE LUCY E STEWART THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NUMBER 150 ON THE PLAN OF SHARPE AND CRUTCHER'S ADDITION TO NORTHEAST NASHVILLE AS OF RECORD IN BOOK NUMBER 57-PAGE 82 OF THE REGISTER(S OFFICE FOR DAVIDSON COUNTY TENNESSEE SAID LOT NUMBER 150 FRONTS 50 FEET ON THE WEST SIDE OF NORTH SEVENTH STREET AND RUNS BACK BETWEEN PARALLEL LINES 165 FEET TO AN ALLEY AND BEING PART OF THE SAME PROPERTY TRANSFERED TO ME BY DEED OF RECORD IN BOOK_____PAGE_____OF TH REGISTER'S OFFICE FOR DAVIDSON COUNTY TENNESSEE.

The entire debt secured herein having been paid in full to [illegible] lawful owner and holder thereof, I hereby release the lien thereon and direct the Register to cancel the same of record. This 7th day of June 1926.
Attest, T. D. Martin, Deputy Reg.
W E Jenkins

To Have and to Hold said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said ALBERT STEWART AND WIFE LUCY E STEWART 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 unincumbered.

WE further covenant and bind OURSLEVES OUR heirs and representatives, to warrant and forever defend the title to said real estate to said ALBERT STEWART AND WIFE LUCY E STEWART 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 in hand paid, WE, the said ALBERT STEWART AND WIFE LUCY E STEWART do hereby transfer and convey unto T W CRUTCHER JR, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.

~~the said~~ ~~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 $ 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 [illegible] 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 ALBERT STEWART AND WIFE LUCY E STEWART, shall pay the notes aforesaid when due, according to their terms, and pay taxes, 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 [illegible] premises insured 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 south door of the Courthouse 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 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 ALBERT STEWART AND WIFE LUCY E STEWART 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 T W CRUTCHER JR, 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 W E JENKINS AND WIFE FANNIE E JENKINS, hereunto set our hands at BOWLING GREEN KENTUCKY this, the 24TH day of MAY 1922.

W E JENKINS
FANNIE E JENKINS

STATE OF KENTUCKY WARREN COUNTY.

Personally appeared before me, ENNIS E OWENS, a Notary Public in and for said County and State, the within-named W E JENKINS AND WIFE FANNIE E JENKINS, the bargainors, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And FANNIE E JENKINS WIFE of W E JENKINS, having appeared before me privately and apart from HER husband, the said FANNIE E JENKINS, acknowledged the execution of the said instrument to have been done by HER freely, voluntarily, and understandingly, without compulsion or constraint from HER said husband, and for the purposes therein expressed.

Witness my hand and official seal at BOWLING GREEN KY this 24 day of MAY 1922.

My commission expires on the 17 day of JANY 1926. SEAL ENNIS E OWENS, 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 _____, wi 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.

STATE OFKENTUCKY, WARREN COUNTY, I H LEE KELLY CLERK OF THE SAID COUNTY COURT OF WARREN COUNTY DO HEREBY CERTIFYTHAT ENNIS E OWENS WHOSE GENUINE SIGNATURE APPEARS TOTHE FOREGOING INSTRUMENT WAS AT THE TIME OF SIGNING THE SAME ANACTING NOTARY PUBLIC IN AND FOR SAID COUNTY DULY ELECTED AND QUALIFIED AND THAT ALL OF HIS OFFICIAL ACTS ARE ENTITLED TO FULL FAITH AND CREDIT AS SUCH. HIS TERM OF OFFICE COMMENCED ON THE 17TH DAY OF JANUARY IN THE YEAR 1922. AND WILL EXPIRE ON THE 17 DAY OF JANUARY IN THE YEAR 1926 GIVEN UNDER MY HAND AND SEAL OF SAID COUNTY COURT AT BOWLING GREEN THIS 24 DAY OF MAY IN THE YEAR OF OUR LORD 1922. SEAL...H LEE KELLEY CLERK

RECEIVED MAY 31ST 1922 AT 9.53 A M UNITED STATES REVENUE STAMPS $0.50