INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of SIX THOUSAND FOUR HUNDRED AND SIXTY THREE 00/100 DOLLARS, of which ONE DOLLARS has been paid in cash by JOHN L. AMBROSE, the receipt of which is hereby acknowledged, and for the remainder SIX THOUSAND FOUR HUNDRED AND SIXTY TWO AND 00/100 DOLLARS the said JOHN L. AMBROSE AND WIFE ELMIRA D. AMBROSE ha VE EXECUTED TEN NOTES OF EIGHT HUNDRED AND FORTY DOLLARS ($840.00) EACH, ALL DATED DECEMBER 1, 1922, OF WHICH $646.20 IS PRINCIPAL AND $193.80 INTEREST. ~~THE FIRST NOTE FALLS DUE DECEMBER 1, 1923, AND ONE ON THE FIRST DAY OF EACH, ALL DATED DECEMBER 1, 1922, OF WHICH $646.20 IS PRINCIPAL AND $193.80 INTEREST~~...

THE FIRST NOE FALLS DUE DECEMBER 1, 1923, AND ONE ON THE FIRST DAY OF EACH SUCCEEDING DECEMBER, ANNUALLY, UNTIL ALL ARE PAID..

SAID NOTES BEAR NO INTEREST UNTIL AFTER MATURITY...

The entire debt secured herein having been paid in full, the lien on the within described property, held to secure the payment of said debt, is hereby released. This 27 day of Dec. 1926
W. D. Turner Deputy Register

~~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 J. H. ~~AMBROSE AND WIFE FANNIE H.~~ AMBROSE

have this day bargained and sold, and do hereby transfer and convey, unto the said JOHN L. AMBROSE AND WIFE ELMIRA D. AMBROSE heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOTS NOS. 78 AND 79, IN THE BRANSFORD REALTY CO'S., BELLE MEADE GOLF LINKS, SUBDIVISION, THE PLAN OF WHICH IS OF RECORD IN BOOK 421 PAGE 94, AND 95, IN THE OFFICE OF THE REGISTER FOR DAVIDSON COUNTY, TENNESSEE ...

SAID LOTS NOS. 78 AND 79, FRONT 120 FEET, 60 FEET EACH, ON THE WEST SIDE OF WESTOVER DRIVE, AND EXTEND BACK WESTERLY BETWEEN PARALLEL LINES TWO HUNDRED AND TEN (210) FEET, MORE OR LESS, TO A LINE.. AND BEING THE SAME PROPERTY CONVEYED TO W. L. LORD BY DEED OF BRANSFORD REALTY COMPANY AND FOUND OF RECORD IN THE OFFICE OF THE REGISTER AFORESAID IN BOOK NO. 473 PAGE 151, AND BOOK 534, PAGE 21, ...

IT IS EXPRESSLY COVENANTED AND AGREED BY AND BETWEEN THE SAID J. H. AMBROSE AND WIFE AND JOHN L. AMBROSE AND WIFE THAT THE CONDITIONS AND RESTRICTIONS, TOGEATHER WITH THE BENEFITS SET FORTH IN AN INSTRUMENT REGISTERED IN BOOK NO. 472 PAGE 481, OF THE REGISTERS OFFICE FOR SAID COUNTY, ARE A PART OF THIS INSTRUMENT, AS FULLY AS IF INCORPORATED IN THIS CONVEYANCE, AND REFERENCE IS HEREBY MADE TO SAME FOR ITS CONTENTS IN FULL.

To Have and to Hold said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JOHN L. AMBROSE AND WIFE ELMIRA D. AMBROSE, 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 OUR heirs and representatives, to warrant and forever defend the title to said real estate to said JOHN L. AMBROSE AND WIFE ELMIRA D. AMBROSE, 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 J. H. AMBROSE AND WIFE FANNIE H. AMBROSE, do hereby transfer and convey unto J. H. AMBROSE, 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 JOHN L. AMBROSE AND WIFE, 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 $5500.00 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.

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 JOHN L. AMBROSE AND WIFE, 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 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 JOHN L. AMBROSE 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 J. H. AMBROSE 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 J. H. AMBROSE AND WIFE FANNIE H. AMBROSE, AND JOHN L. AMBROSE AND WIFE ELMIRA D. AMBROSE, hereunto set our hands at NASHVILLE, Tennessee, this, the 28TH day of NOVEMBER, 1922

J. H. AMBROSE
FANNIE H. AMBROSE
JNO. L. AMBROSE
ELMIRA D. AMBROSE

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, WILL S. FISHER, a Notary Public in and for said County and State, the within-named J. H. AMBROSE AND JOHN L. AMBROSE, the bargainors, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And FANNIE H. AMBROSE, WIFE of the said J. H. AMBROSE having appeared before me privately and apart from HER husband, the said FANNIE H. AMBROSE, 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 NASHVILLE, Tennessee, this 28TH day of NOVEMBER, 1922

My commission expires on the ____ day of ____, 192__ SEAL WILL S. FISHER, 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 ELMIRA D. AMBROSE, WIFE of the said JOHN L. AMBROSE having appeared before me privately and apart from HER husband, the said ELMIRA D. AMBROSE, 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 NASHVILLE Tennessee, this 28TH day of NOVEMBER, 1922

My commission expires on the ____ day of ____, 192__ SEAL WILL S. FISHER, Notary Public.

U.S.R.S. $6.00
RECD., DEC. 12TH., 1922 AT 9;50 A.M.