NUMBER 46847. J. H. GOTHARD, TR. TO ALEX. SCRUGGS, JR. RECORDED APRIL 23, 1923.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of $500.00 FIVE HUNDRED AND 00/100 DOLLARS, of which FIFTY AND 00/100 DOLLARS has been paid in cash by ALEX. SCRUGGS, JR., the receipt of which is hereby acknowledged, and for the remainder $450.00 FOUR HUNDRED FIFTY AND 00/100 DOLLARS the said ALEX. SCRUGGS, JR. has EXECUTED HIS 25 PROMISSORY NOTES OF EVEN DATE HEREWITH, THE FIRST 24 OF WHICH ARE FOR $10.00 EACH, AND THE LAST NOTE IS FOR $210.00. THE FIRST OF SAID NOTES IS DUE APRIL 1ST, 1923, AND THE REMAINING NOTES MATURE MONTHLY THEREAFTER UNTIL ALL ARE PAID. THE NOTE FOR $210.00 IS DUE 25 MONTHS AFTER DATE. SAID NOTES DO NOT BEAR INTEREST BUT THE INTEREST HAS BEEN COMPUTED AND ADDED IN THE FACE OF EACH NOTE, THE FIRST NOTE DUE APRIL 1ST, 1923 IS IN THE SUM OF ----- $12.25, AND THE REMAINING NOTES REDUCE 10 CENTS PER MONTH. THE LAST NOTE IS FOR $211.05. A DISCOUNT OF 10 CENTS IS TO BE ALLOWED FOR EACH NOTE THAT IS PAID A MONTH IN ADVANCE PROVIDED THEY ARE PAID IN THE ORDER OF THEIR MATURITY. ALL OF SAID NOTES ARE PAYABLE TO THE ORDER OF J. H. GOTHARD, TRUSTEE.
THE PURCHASER ASSUMES AND AGREES TO PAY TAXES FOR THE YEAR 1923.

~~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, J. H. GOTHARD, TRUSTEE have this day bargained and sold, and do hereby transfer and convey unto the said ALEX. SCRUGGS, JR. HIS heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING A TRACT OF LAND LYING IN THE 11TH CIVIL DISTRICT OF DAVIDSON COUNTY ON THE SULPHUR SPRINGS ROAD, CONTAINING 1¾ ACRES MORE OR LESS. THIS BEING THE NORTH ONE HALF OF A FOUR-ACRE TRACT CONVEYED TO JOHN BELL BY H. B. CHADWELL AND WIFE, BY THREE CONVEYANCES, DATED RESPECTIVELY NOVEMBER 22ND, 1906, NOVEMBER 23RD, 1912, AND FEBRUARY 10TH, 1915, RECORDED RESPECTIVELY IN BOOK NO. 446, PAGE 150, BOOK NO. 433, PAGE 95, AND BOOK NO. 466, PAGE 430, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. THIS BEING PART OF THE SAME PROPERTY CONVEYED TO W. B. FRANKLIN AND WIFE, BY JAMES BELL AND CHARLIE BELL, RECORDED IN BOOK NO. 545, PAGE 100, AND ALSO PART OF THE SAME PROPERTY, CONVEYED TO J. H. GOTHARD, TRUSTEE, BY W. H. WHITSITT, JR. TRUSTEE, RECORDED IN BOOK NO. 589, PAGE 517, SAID REGISTER'S OFFICE.
THE ABOVE DESCRIBED PROPERTY IS DESCRIBED MORE PARTICULARLY AS FOLLOWS:
BEGINNING AT A POINT WHICH IS THE NORTHEAST CORNER OF THE INTERSECTION OF PROVIDENCE ROAD AND SULPHUR SPRING ROAD AND RUNNING THENCE SOUTH 194 FEET MORE OR LESS TO A POINT; THENCE WESTERLY AND PARALLEL WITH THE PROVIDENCE ROAD ABOUT 468 FEET TO A POINT; THENCE NORTHERLY PARALLEL WITH THE SULPHUR SPRINGS ROAD 194 FEET TO THE SOUTH MARGIN OF PROVIDENCE ROAD; THENCE EASTERLY WITH THE MARGIN OF PROVIDENCE ROAD 467 FEET TO THE POINT OF BEGINNING, CONTAINING TWO ACRES MORE OR LESS, LESS ONE QUARTER OF AN ACRE SQUARE IN THE NORTHWEST CORNER OF SAID TRACT SOLD BY JOHN BELL TO THE NEELY'S BEND BAPTIST CHAPEL WHICH DEED IS OF RECORD IN BOOK 539, PAGE 380, R.O.D.C., TENN.

I declare that I am the true and ... recorded, and hereby acknowledge ... the same is full. That ... day of ... 1923. W. H. Whitsitt Jr.

To Have and to Hold said real estate with the appurtenances, estate, title, and interest thereto belonging, to the said ALEX. SCRUGGS, HIS heirs and assigns, forever. I covenant that I AM lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unincumbered. I further covenant and bind MYSELF, MY SUCCESSORS heirs and representatives, to warrant and forever defend the title to said real estate to said ALEX SCRUGGS, JR., HIS 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 ALEX. SCRUGGS, JR. do hereby transfer and convey unto H. A. VAN TREASE 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 ALEX. SCRUGGS, JR. 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 $500.00 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 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 therein, the same to bear interest from the date of such payment.

Now, if I, the said ALEX. SCRUGGS, JR. 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, 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 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.

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 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 ALEX. SCRUGGS, JR. HIS 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 H. A. VANTREASE 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. GOTHARD, TRUSTEE, J. H. GOTHARD AND WIFE, MYRTLE GOTHARD and ALEX. SCRUGGS, JR. hereunto set our hands at NASHVILLE, Tennessee, this the 20TH day of FEBRUARY, 1923.

J. H. GOTHARD, TRUSTEE
J. H. GOTHARD
MYRTLE A. GOTHARD
ALEX. SCRUGGS, JR.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, V. H. ELLIS, a Notary Public in and for said County and State, the within-named ALEX. SCRUGGS, JR. the bargainor, with whom I am personally acquainted, and who acknowledged that HE 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 MADISON, TENN., Tennessee, this 16TH day of APRIL, 1923.
My commission expires on the -- day of -- 192-. (SEAL) V. H. ELLIS, Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, W. H. WHITSITT, JR. a Notary Public in and for said County and State, the within-named J. H. GOTHARD, TRUSTEE, J. H. GOTHARD AND WIFE, MYRTLE GOTHARD the bargainors, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And MYRTLE GOTHARD wife of the said J. H. GOTHARD having appeared before me privately and apart from HER husband, the said MYRTLE GOTHARD 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 20TH day of FEBRUARY, 1923.
My commission expires on the 18 day of OCT. 1925. (SEAL) W. H. WHITSITT, JR. Notary Public.

U.S.R.S. $00.50.
RECEIVED APRIL 17, 1923, 12:16 P.M.