INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ONE THOUSAND DOLLARS ($1000.00) ..... DOLLARS of which THREE HUNDRED AND FIFTY DOLLARS ($350.00) ..... DOLLARS has been paid in cash by WILLIAM JAMES PARKER AND WIFE AUGUSTA HAMILTON PARKER, the receipt of which is hereby acknowledged, and for the remainder OF SAID CONSIDERATION, WHICH IS $650.00 DOLLARS the said WILLIAM JAMES AND AUGUSTA HAMILTON PARKER ha VE EXECUTED THEIR THREE (3) JOINT PROMISSORY NOTES OF EVEN DATE HEREWITH, MADE PAYABLE "ON OR BEFORE" ALL IN FAVOR OF J. O. NORTON AND WIFE SARAH D. NORTON, THE FIRST OF SAID TWO NOTES ARE FOR $220.00 EACH, AND THE 3RD OR LAST NOTE BEING FOR $210.00 THE FIRST OF SAID NOTES IS DUE ONE YEAR FROM THE DATE OF THIS INSTRUMENT AND THE OTHER TWO ON THE 31ST OF OCTOBER 1923 AND OCTOBER 31ST, 1926, RESPECTIVELY- THE INTEREST ON THE WITHIN NOTES IS TO BE PAID SEMI ANNUALLY.

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, J. O. NORTON AND WIFE SARAH D. NORTON have this day bargained and sold, and do hereby transfer and convey unto the said WILLIAM JAMES PARKER AND WIFE AUGUSTA HAMILTON PARKER heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

THE WESTERLY SEVENTY FIVE (75) FEET OF LOT NO. 8 ON THE PLAN OF SHARONDALE, AS OF RECORD IN BOOK 332- PAGE 119, OF THE R.O.D.C. TENNESSEE.

SAID PART OF LOT NO. 8 FRONTS 75 FEET ON THE NORTHEASTERLY SIDE OF AN OLD ROAD, NOW CALLED SHARONDALE DRIVE OR BOULEVARD, AND RUNS BACK 400 FEET ON THE WESTERLY LINE, AND 415 FEET, MORE OR LESS ON THE EASTERLY LINE TO THE RIGHT OF WAY OF THE TENNESSEE CENTRAL RAILROAD, AND SHOWS 75 FEET ON SAID RIGHT OF WAY.

AND BEING A PART OF THE SAME PROPERTY CONVEYED TO THE SAID J. O. AND SARAH D. NORTON, BY W. H. WHITSITT, JR., TRUSTEE, BY DEED BEARING DATE OF JANUARY 16TH, 1923, AND OF RECORD IN BOOK 611 PAGE 275- OF THE R.O.D.C. TENNESSEE.

THE WITHIN CONVEYEES ARE TO HAVE POSSESSION OF THE WITHIN CONVEYED PROPERTY ON THE DATE OF THIS INSTRUMENT AND THE WITHIN CONVEYORS ARE TO PAY THE 1923 TAXES.

Received for record this 1st day of Nov. 1923 at 9 A.M. and duly recorded in Book 3748 page 270
Attest: T. R. Madry, Deputy Reg.

To Have and to Hold said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said WILLIAM JAMES AND AUGUSTA HAMILTON PARKER, 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 OURSELVES AND heirs and representatives, to warrant and forever defend the title to said real estate to said WILLIAM JAMES AND AUGUSTA PARKER 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 WILLIAM JAMES AND AUGUSTA HAMILTON PARKER 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 WILLIAM JAMES AND AUGUSTA HAMILTON PARKER, 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 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 WILLIAM JAMES AND AUGUSTA HAMILTON PARKER, 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~~ 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 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 WILLIAM JAMES AND AUGUSTA HAMILTON PARKER OR 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 J. O. NORTON AND WIFE SARAH D. NORTON and WILLIAM JAMES PARKER AND WIFE AUGUSTA HAMILTON PARKER, hereunto set our hands at NASHVILLE, Tennessee, this the 31ST day of OCTOBER, 1923.

AS AN EVIDENCE OF OUR RATIFICATION OF ALL THE TERMS OF THE WITHIN INSTRUMENT WE JOIN IN THE EXECUTION OF SAME.

J. O. NORTON
SARAH D. NORTON
WILLIAM JAMES PARKER
MRS. AUGUSTA HAMILTON PARKER

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 J. O. NORTON AND WIFE SARAH D. NORTON; AND WILLIAM JAMES PARKER AND WIFE AUGUSTA HAMILTON PARKER the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And SARAH D. NORTON AND AUGUSTA HAMILTON PARKER, wi VES of the said J. O. NORTON AND WILLIAM JAMES PARKER, RESPECTIVELY having appeared before me privately and apart from THEIR husband S, the said SARAH D. NORTON AND AUGUSTA HAMILTON PARKER, acknowledged the execution of the said instrument to have been done by THEM 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 31ST day of OCTOBER, 1923.

My commission expires on the 4 day of OCT., 1924. (SEAL) C. C. MOONEY, 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.

U.S.R.S. $1.00
RECEIVED OCTOBER 31, 1923, 1:28 P.M.