NUMBER 57813. S.R.AVANT ET UX TO M.H.PADUE ET UX, RECORDED FEB.25,1924.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of $4750.00,FORTY SEVEN HUNDRED & FIFTY & NO/100 DOLLARS of which EIGHT HUNDRED & FIFTY & NO/100, DOLLARS has been paid in ~~cash by~~ OTHER PROPERTY BY M.H.PARDUE AND WIFE DOVIE ANDERSON PARDUE, the receipt of which is hereby acknowledged, and for the remainder $3900.00,THIRTY NINE HUNDRED AND NO/100, DOLLARS the said M.H.PARDUE AND WIFE DOVIE ANDERSON PARDUE, ha VE ASSUMED AND AGREED TO PAY A MORTGAGE FOR $2000. EVIDENCE BY ONE NOTE FOR $1800.00 DUE THREE YEARS FROM DATE AND ONE NOTE FOR $200.00 DUE ONE YEAR FROM DATE;SAID PURCHASERS ALSO AGREES TO PAY 5 INTEREST NOTES FOR $54.00 EACH DUE 12,18, 24 ,30 & 36 MONTHS AFTER DATE,ALSO ONE INTEREST NOTE FOR $6.00 DUE 12 MONTHS AFTER DATE;ALL OF SAID NOTES ARE EXECUTED BY S.R.AVANT AND WIFE,AND SECURED BY DEED OF TRUST,TO CHAS.M. LITTERER TRUSTEE,DATED JUNE,23RD,1923,AND RECORDED IN BOOK NO.536,PAGE 586,R.O D.C.TENNESSEE, AND FOR THE BALLANCE OF $1900.00,THE SAID PURCHASERS HABE EXECUTED THEIR 65 JOINT PROMISSORY NOTES,THE FIRST 10 NOTES ARE FOR $25.00,EACH AND THE REMAINING NOTES ARE FOR $30.00 EACH, THE SAID NOTES DO NOT BEAR INTEREST AS THE INTEREST HAS BEEN COMPUTED AND ADDED IN THE FACE OF EACH NOTE,THE FIRST NOTE IS IN THE SUM OF $34.50,AND IS DUE MARCH,1ST,1924,THE NEXT 9 NOTES REDUCE 12½ CENTS EACH MONTH,THE 11TH,NOTE IS IN THE SUM OF $38.25,AND IS DUE JANY,1ST, 1925,AND THE REMAINING NOTES REDUCE,15 CENTS EACH MONTH.SAID NOTES ARE PAYABLE TO THE ORBER OF S.R.AVANT.

~~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,S.R.AVANT AND WIFE LELA AVANT, have this day bargained and sold, and do hereby transfer and convey unto the said M.H.PARDUE AND WIFE DOVIE ANDERSON PARDUE THEIR, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE WESTERLY ONE-HA_F OF LOT NO.294 ON THE MAP OF INGLEWOOD PLACE,AS OF RECORD IN BOOK NO.332,PAGE 101,REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENNESSEE.SAID WESTERLY PART OF SAID LOT NO.294,FRONTS 5 0 FEET ON THE NORTHERLY SIDE OF STRATFORD AVENUE,AND RUNS BACK BETWEEN PARALLEL LINES 205 FEET TO A DEAD LINE,AND BEING THE SAME PROPERTY CONVEYED TO S.R. AVANT,BY DEED RECORDED IN BOOK NO.620,PAGE 83,SAID REGISTER'S OFFICE.IN CASE ANY OF THE ABOVE DESCRIBED ARE PAID IN ADVANCE A DISCOUNT OF 12½ CENTS PER MONTH,ON THE FIRST TEN MONTHS AND .15 CENTS PER MONTH ON THE REMAINING NOTES PROVIDED THEY ARE PAID IN ORDER OF THEIR MATURITY,.PURCHASER ASSUMES AND AGREES TO PAY TAXES FOR 1924.

Note S.S.& 6 similar notes, 65 in all, 5 to a ning of

Paid $ 3.00 Stamps affixed & cancelled

Pay to S. Bailey

Brought Rec'd to 4 K.O. Rec'd Dec 27 24 sy mail

Rec'd & Exd

Rec'd & Exd 5 K.O. Rec'd Dec

To Have and to Hold said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said M.H.PARDUE AND WIFE DOVIE ANDERSON PARDUE, 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. EXCEPT HEREIN SET OUT.

WE, further covenant and bind OURSELVES,OUR heirs and representatives, to warrant and forever defend the title to said real estate to said M.H.PARDUE AND WIFE DOVIE ANDERSON PARDUE,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 M.H.PARDUE AND WIFE DOVIE ANDERSON PARDUE, do hereby transfer and convey unto H.A.VANTREASE, 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 M.H.PARDUE AND WIBE DOVIE ANDERSON PARDUE, 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 $ 3000.00 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.

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 M.H.PARDUE AND WIFE DOVIE ANDERSON PARDUE, 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 M.H.PARDUE AND WIFE,DOVIE ANDERSON PARDUE, 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 S.R.AVANT AND WIFE LELA AVANT, and M.H.PARDUE AND WIFE DOVIE ANDERSON PARDUE, hereunto set our hands at NASHVILLE, Tennessee, this the 23RD day of JANUARY, 192 4.

S.R.AVANT.
LELA AVANT.
M.H.PARDUE.
DOVIE ANDERSON PARDUE.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, ALBERT G.EWING,111, a Notary Public in and for said County and State, the within-named M.H.PARDUE AND WIFE DOVIE ANDERSON PARDUE, the bargainors, with whom I am personally acquainted, and who acknowledged that THEY, executed the within instrument for the purposes therein contained.

And DOVIE ANDERSON M.H.PARDUE, WIFE, of the said M.H.PARDUE, having appeared before me privately and apart from HER husband, the said DOVIE ANDERSON PARDUE, 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 --- day of FEB, 192 4.

My commission expires on the -- day of --, 192 (SEAL) ALBERT G.EWING,111, 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 S.R.AVANT AND WIFE,LELA AVANT, the bargainor, with whom I am personally acquainted, and who acknowledged that THEY, executed the within instrument for the purposes therein contained.

And LELA AVANT,WIFE, of the said S.R.AVANT, having appeared before me privately and apart from HER husband, the said LELA AVANT, 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 13TH day of FEB, 192 4.

My commission expires on the 10TH day of OCT, 192 5. (SEAL) W.H.WHITSITT,JR., Notary Public.

U.S.R.S.$3.00. REC.FEB,19,1924 AT 3:05 P.M.