NUMBER 60280. CHARLES C. CHESHIRE ET UX. TO JOSEPH C. ADAMS ET UX. RECORDED MAY 6, 1924.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of $2500.00--TWENTY FIVE HUNDRED DOLLARS, of which ONE HUNDRED - - -$100.00- - - DOLLARS has been paid in cash to JOSEPH C. ADAMS AND WIFE CYRENA E. ADAMS, the receipt of which is hereby acknowledged, and for the remaining $2400.00-TWENTY FOUR HUNDRED DOLLARS the said JOSEPH C. ADAMS AND WIFE CYRENA E. ADAMS haVE EXECUTED THEIR NINETY SIX (96) JOINT PROMISSORY NOTES, ALL DATED MAY THE FIRST 1924, EACH IN THE SUM OF TWENTY FIVE DOLLARS $25.00 THE FIRST ONE OF SAID NOTES DUE AND PAYABLE ON THE FIRST DAY OF JUNE 1924, AND ONE OTHER NOTE DUE AND PAYABLE ON OR BEFORE THE FIRST DAY OF EACH AND EVERY MONTH THEREAFTER UNTILL ALL OF SAIC NOTES SHALL BECOME DUE AND ALL OF SAID NOTES ARE DUE AND PAYABLE TO ELSYE LOUISE BROWN CHESHIRE.

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, CHARLES C. CHESHIRE AND WIFE ELSYE LOUISE BROWN CHESHIRE have this day bargained and sold, and do hereby transfer and convey unto the said JOSEPH C. ADAMS AND WIFE CYRENA E. ADAMS, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LOCATED AND SITUATED IN THE 6TH CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, AND BEING A PART OF THE OLD J. S. LOGAN PROPERTY, AND BOUNDED AS FOLLOWS: BEGINNING ON THE EASTERLY SIDE OF AN AVENUE SOMETIMES CALLED LOGAN AVENUE, AT WHAT WAS FORMERLY MRS. CLARA HOLLANDS SOUTH WEST CORNER OF A 100 FOOT LOT, CONVEYED TO HER BY DEED OF RECORD IN BOOK NO. 444, PAGE 595 OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, AND BEING MISS MELISSA LOGAN'S NORTHWEST CORNER, THENCE WITH THE EASTERLY MARGIN OF SAID LOGAN AVENUE, SOUTHERLY 50 FEET, THENCE AT RIGHT ANGLES EASTERLY 160 FEET, MORE OR LESS, TO THE WEST LINE OF THE OLD TIMMONS TRACT; THENCE WITH SAID LINE NORTHERLY 50 FEET TO THE SOUTHEAST CORNER OF SAID HOLLANDS LOT; THENCE WITH THE SOUTH LINE OF SAID LOT WESTERLY 160 FEET, MORE OR LESS, TO THE BEGINNING, AND BEING THE SAME PROPERTY THAT WAS CONVEYED BY DEED OF THOMAS VERLIN AND WIFE EUGENIA VERLIN TO MRS. ELSYE LOUISE BROWN (WHO IS NOW ELSYE LOUISE CHESHIRE) ON THE 13TH DAY OF FEBRUARY 1922, SEE DEED OF RECORD IN BOOK NO. 583, PAGE 293 OF THE REGISTER'S OFFICE FOR SAID COUNTY AND STATE.

To Have and to Hold said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JOSEPH C. ADAMS AND WIFE, CYRENA E. ADAMS, THEIR heirs and assigns forever. WE covenant that WE ARE lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unincumbered.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said JOSEPH C. ADAMS AND WIFE CYRENA E. ADAMS, 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 JOSEPH C. ADAMS AND WIFE CYRENA E. ADAMS do hereby transfer and convey unto MRS. DORA BADER, 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 JOSEPH C. ADAMS AND WIFE CYRENA E. ADAMS, 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 $1500.00 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 --- 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 JOSEPH C. ADAMS AND WIFE CYRENA E. ADAMS, 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 JOSEPH C. ADAMS AND WIFE CYRENA E ADAMS 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 MRS. DORA BADER, 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 HER trusteeship.

In Witness Whereof, We, the said CHAS. C. CHESHIRE AND WIFE ELSYE LOUISE BROWN CHESHIRE and JOSEPH C. ADAMS AND WIFE CYRENA E. ADAMS, hereunto set our hands at NASHVILLE, Tennessee, this the 26 day of APRIL, 1924.

CHARLES C. CHESHIRE
ELSYE LOUISE BROWN CHESHIRE
JOSEPH C. ADAMS
CYRENA E. ADAMS

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, FRED K. JONES, a Notary Public in and for said County and State, the within-named CHARLES C. CHESHIRE AND WIFE ELSYE LOUISE BROWN CHESHIRE, AND JOSEPH C. ADAMS AND WIFE CYRENA E. ADAMS the bargainorS, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And ELSYE LOUISE BROWN CHESHIRE AND CYRENA E. ADAMS, wiVES of the said CHARLES C. CHESHIRE AND JOSEPH C. ADAMS having appeared before me privately and apart from THEIR husbandS, the said ELSYE LOUISE BROWN CHESHIRE AND CYRENA E. ADAMS, acknowledged the execution of the said instrument to have been done by THEM freely, voluntarily, and understandingly, without compulsion or constraint from THEIR said husbandS, and for the purposes therein expressed.

Witness my hand and official seal at NASHVILLE, Tennessee, this 26 day of APR. 192,4.
My commission expires on the -- day of --, 192- (SEAL) FRED K. JONES, 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. $2.50

RECEIVED APRIL 28, 1924, 11:34 A.M.