NUMBER 62510 W.D.HARDEMAN TR. ETUX TO J.S.REDMON ET UX, RECORDED ~~JUNE~~ JULY 1,192[illegible]

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of THIRTY ONE HUNDRED FIFTY ($3150.00)& NO/100 DOLLARS of which THREE ~~HUN~~ HUNDRED ($300.00) & NO/100 DOLLARS has been paid in cash by SAID J.S.REDMON AND WIFE, ERA LEE REDMON, the receipt of which is hereby acknowledged, and for the remainder TWENTY EIGHT HUNDRED FIFTY ($2850.00) & ~~NO~~/100 DOLLARS the said J.S.REDMOND AND WIFE ERA LEE REDMON HEREBY ASSUME AND AGREED TO PAY A NOTE FOR $1000.00 EXECUTED BY W.D.HARDEMAN, TRUSTEE AND T.J.MCMORROUGH ON FEBRYARY 1,1924, PAYABLE TOTHE ORDER OF AMERICAN TRUST COMPANY ON FEBRUARY 1, ~~192~~ 1927, WITH INTEREST FROM DATE OF THIS DEED AT RATE OF 6% PER ANNUM, PAYABLE SEMIANNUALLY, ON THE FIRST DATE OF AUGUST AND FEBRUARY IN EACH AND EVERY YEAR UNTIL ~~XX~~ PAYMENT OF THE PRINCIPAL NOTE AND FOR THE RESIDUE , SAID JS. REDMON AND WIFE, ERA LEE REDMON HAVE ~~EXECUTED~~ EXECUTED AND DELIVERED 74 PROMISSORY NOTES OF EVEN DATE HEREWITH FOR THE SUM OF $25.00 EACH, PAYABLE TO THE ORDER OF W.D.HARDEMAN TRUSTEE FIRST ONE OF SAID NOTES FALLING DUE ON OR BEFORE JUNE 20TH,1924,AND THE OTHERS MONTHLY THEREAFTER, ONE ON OR BEFORE THE 20TH DAY OF EACH SUBSEQUENT MONTH, ~~X~~ UNTIL ALL ARE PAID IN FULL, ALL OF SAID NOTES BEAR INTEREST AT RATE OF 6% PER ANNUM FROM DATE BUT THE INTEREST HAS BEEN COMPUTED AND ADDED TO THE FACE OF EACH NOTE, MAKING THE FIRST NOTE $34.25 AND THEREAFTER DECREASING TWELVE ($.12) CENTS ONE MONTH AND THIRTEEN ($.13) CENTS THE NEXT MONTH, ALTERNATING THUS THROUGHOUT THE ENTIRE SERIES OF NOTES UNTIL THE LAST NOTE ~~WHE~~ WHICH IS FOR $25.13 ; SAID EXECUTED NOTES ARE NUMBERED CONSECUTIVELY FROM 1 TO 74 INCLUSIVE.

BEARING 6% OF MATURITY 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, W.D.~~ WE, W. D.HARDEMAN TRUSTEEAND T. J.MCMORROUGH have this day bargained and sold, and do hereby transfer and convey unto the said ~~J.S.REDMON AND WIFE,~~ ERA LEE REDMON, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: BEING THE NORTHERLY 50 FEET OF THE EASTERLY PART OF LOT NO.62 IN BLOCK "G" ON THE PLAN OF THE LINDSLEY HOME TRACT, AS OF RECORD IN PLAN BOOK NO. 2, PAGE 92 CHANCERY COURT AT NASHVILLE, DESCRIBED AS FOLLOWS:-

~~BEING~~ BEGINNING ON THE WESTERLY MARGIN OF 16TH STREET, 110 FEET NORTHERLY FROM THE NORTHERLY MARGIN OF RUSSELL STREET, BEING ROBERT PARSON'S NORTHEAST CORNER; THENCE WITH THE WESTERLY MARGIN OF 16TH STREET NORTHERLY 50 FEET TO THE SOUTHERLY MARGIN OF AN ALLEY; THENCE WITH THE SOUTHERLY MARGIN OF SAID ALLEY WESTERLY 62.1 FEET TO A POINT 5FEET EASTERLY FROM THE CORNER OF LOTS NOS.61 AND 62; THENCE SOUTHERLY PARALLEL WITH THE LINE BETWEEN SAID TWO LOTS 50 FEET TO SAID PARSON'S NORTHWEST CORNER; THENCE WITH HIS NORTHERLY LINE EASTERLY 62.1 FEET, MORE OR LESS, TO THE BEGINNING AND BEINGTHE SAME LAND CONVEYED TO SAID W.D.HARDEMAN , TRUSTEE BY DEED OF ~~X~~ ERNEST SOUTHERLAND AND WIFE, MAMYE SOUTHERLAND AS OF RECORD IN BOOK NO.636, PAGE 376, OF REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

SAID JS.REDMON AND WIFE, ERA LEE REDMON, HEREBY ASSUMES AND AGREE TO PAY ALL TAXES FOR YEAR 1924, ~~AND~~ ON THE LAND HEREIN CONVEYED TO THEM.

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same. Test: [illegible] DEPUTY REGISTER

1924

To Have and to Hold said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said J.S.REDMON AND WIFE ERALEE REDMON, 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. EXCEPT AS HEREIN STATE.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said J.S.REDMON AND WIFE, ERA LEE REDMON, 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.S.REDMON AND WIFE, ERA LEE REDMON do hereby transfer and convey unto T.J.MCMORROUGH, 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 J.S.REDMON AND WIFE ERA LEE REDMON, 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 $ 2000.00 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 J.S.REDMON AND WIFE ERA LEE REDMON, 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~~ WITHIN 60 DAYS ~~XXXXX~~ AFTER maturity, or if, failing to pay taxes, keep up repairs, or keep said premises insured as herein provided, OR 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 TWO agree that the Trustee may, at any time after default in 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 J.S. REDMON AND WIFE, ERA LEE REDMON, 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-matured 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 T.X J.MCMORROUGH 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 W.D.HAREMAN ~~AN~~ TRUSTEE, D. HARDEMAN AND T.J.MCMORROUGH and J.S.REDMON AND WIFE ERA LEE REDMON, hereunto set our hands at NASHVILLE, Tennessee, this the 20TH day of

W.D.HARDEMAN TRUSTEE
T.J.MCMORROUGH
J.S.REDMON
ERA LEE REDMON

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, R. C.BEARDEN, a Notary Public in and for said County and State, the within-named W.D.HARDEMAN, ~~XXX~~ TRUSTEE, T.J.MCMORROUGH AND J.S.REDMON AND WIFE, ERA LEE REDMON the bargainor~~S~~, with whom I am personally acquainted, and who acknowledged that ~~THEY~~ executed the within instrument for the purposes therein contained.

And ERA LEE REDMON, wi~~FE~~ of the said J.S.REDMON having appeared before me privately and apart from HER husband, the said ERA LEE REDMON, 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 9 day of JUNE, 1924

My commission expires on the ---- day of ----, 192--- (SEAL) R.C.BEARDEN, 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

REC'D. JUNE 24,1924 AT 9:45 A.M.