NUMBER 62838 W. W.NIX ET UX TO FRANK QUINN ET UX, RECORDED JULY 10,1924

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of TWENTY FIVE HUNDRED ($2500.00)AND NO/100 DOLLARS of which THREE THUNDRED ($300.00) AND NO/100 DOLLARS has been paid in cash by FRANK QUINN AND WIFE, VERA QUINN, the receipt of which is hereby acknowledged, and for the remainder, TWENTY TWO HUNDRED ($2200.00) AND NO/100 DOLLARS the said FRANK QUINN AND X WIFE, VERA QUINN ha VE EXECUTED THEIR 110 JOINT PROMLSSORY NOTES OF EVEN DATE HEREWITH, 'IN THE SUM OF $20.00, EACH, PAYABLE TO THE ORDER OF W. W.NIX THE FIRST KONE OF SAID NOTES FALLING DUE MARCH 29,1924, AND THE OTHERS MONTHLY THEREAFTER UNTIL ALL ARE PAID.

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, W. W.NIX AND WIFE, GRACE E.NIX have this day bargained and sold, and do hereby transfer and convey unto the said FRANK QUINN AND WIFE XR VERA QUINN THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: LOT NO.46 ON THE REVISED AND CORRECTED PLAN OF XHOMAS THOMPSON & RING'S SUBDIVISION OF EDENWOLD PARK, AS OF RECORD IN BOOK NO.332, PAGE 29, OF THE REGISTER'S OFFICE FOR SAID COUNTY.

SAID LOT NO.46 FRONTS 54 FEET ON THE W EASTERLY SIDE OF MARSHALL AVENUE, AND RUNS BACK 150 FEET ON THE NORTH LINE AND 155-1/2 FEET ON THE SOUTH LINE, X WITH THE NORTH LINE OF A 26 FOOT STREET TO AN ALLEY, AND SHOWS 95 FEET ON SAID ALLEY.
BEING PART OF THE SAME PROPERTY CONVEYED TO THE SAID W. W.NIX AND WIFE, GRACE E.NIX, BY W.T. CAUSEY AND WIFE, WILLIE P.CAUSEY, BY DEED OF RECORD IN BOOK NO.620, PAGE 308, SAID REGISTER'S OFFICE. IT IS UNDERSTOOD AND AGREED THAT THE ABOVE PROPERTY IS CONVEYEDSUBJECT TO THE SAME CONDITIONS CONTAINED IN THE DEED FROM THE BELLE FOREST LAND COMPANY TO C. A.MOORE OF RECORD IN BOOK 445, PAGE 376 SAID REGISTER'S OFFICE.

PURCHASERS ASSUME AND AGREE TO PAY 1924 TAXES.

I declare that I am the true and lawful holder of Note #2 for $20.00 herein secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same. This 28 day of June 1933.
Attest: C.K. Potter DEPUTY REGISTER
THE AMERICAN TRUST CO.
By [illegible]

I declare that I am the true and lawful holder of Note #2 for $20.00 herein secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same. This 28 day of June 1933.
Attest: C.K. Potter DEPUTY REGISTER
THE AMERICAN TRUST CO.
By [illegible]

To Have and to Hold said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said FRANK WXN QUINN AND WIFE, VERA QUINN 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 FRANK QUINN AND WIFE VERA QUINN, 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 FRANK QUINN AND WIFE, VERA QUINN do hereby transfer and convey unto CLAUDE F. NIX, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.

COPY OF RELEASE BOOK NO. 923 PAGE NO. 167 R.O.D.C. TENN.

WE, the said FRANK QUINN AND WIFE VERA QUINN, 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 $ 1800.00 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 FRANK QUINN AND WIFE, VERA QUINN, shall pay the notes aforesaid when due, according to their terms and pay taxes, keep up repairs, and keep said premises insured 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 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 FRANK QUINN AND WIFE, VERA QUINN, 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 CLAUDE F.NIX, 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. W.NIX AND WIFE, GRACE E.NIX and FRANK QUINN, AND WIFE, VERA QUINN, hereunto set our hands at NASHVILLE, Tennessee, this the 29 day of FEBRUARY, 1924.

W.W.NIX, GRACE E.NIX
FRANK QUINN,
VERA QUINN

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, D. M.MINCY, a Notary Public in and for said County and State, the within-named W.W.NIX AND WIFE, GRACE E. NIX AND FRANK QUINN ANDWIFE VERA QUIN

the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And GRACE E.NIX AND X VERA QUINN, wi VES of the said W.W.NIX AND FRANK QUINN J

having appeared before me privately and apart from THEIR husband S the said GRACE E.NIX AND VERA QUINN THEM, acknowledged the execution of the said instrument to have been done by XHER 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 29 day of FEBRUARY, 1924.

My commission expires on the --- day of ------, 192-- (SEAL) D.M.MINCY, 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.$2.50
REC'D. JULY 3, 1924 AT 10:44 A.M.