INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of FIFTY FIVE HUNDRED & NO/100 DOLLARS of which ELEVEN HUNDRED & NO/100 DOLLARS has been paid in cash by L.N.MARTIN, the receipt of which is hereby acknowledged, and for the remainder FORTY FOUR HUNDRED& NO/100 DOLLARS the said L.N.MARTIN has AGREED TO PAY AS FOLLOWS: A MORTGAGE OF ~~$2500.00~~ $2500.00 DATED AUG.6,1924, AND RE-PAYABLE IN 29 SEMI-ANNUALLY, INSTALLMENTS OF -75.00 EACH, THE FIRST INSTALLMENT BEING DUE APRIL 1ST,1925 AND SEMI-ANNUALY THEREAFTER ~~X~~ ON APRIL AND OCTOBER EACH AND EVERY YEAR UP TO AND INCLUDING APRIL 1ST, 1939, AND AFTER THE PAYMENT OF THE SAID 29 SEMI-ANNUAL INSTALLMENTS THERE IS A BALANCE OF $325.00 ON SAID MORTGAGE, WHICH WILL BE DUE AND PAYABLE ON OCT.1ST,~~19~~ 1939. SAID MORTGAGE WAS EXECUTED BY WILEY KEITH AND WIFE PEARL KEITH TO E. E.MURREY, TRUSTEE, TO SECURE ~~H~~ TO THEAMERICAN TRUST CO. PAYMENTS OF THE ABOVE AMOUNTS AND INTEREST AND~~X~~ WAS GIVEN ON THE HEREINAFTER DESCRIBED PROPERTY; SAID MORTGAGE HAS BEEN FILED FOR RECORD IN THE R. O. D.C.TENNESSEE TO WHICH REFERENCE IS HERE MADE. FOR THE BALANCE OF SAID ~~OF SAID~~ CONSIDERATION WHICHIS $1900.00 THE SAID L.N.MARTINHAS THIS DAY EXECUTED TO WILEY KEITH AND WIFE PEARL KEITH HIS CERTAIN 48 PROMISSORY NOTES, 47 OF WHICH ARE IN THE AMOUNT OF $40.00 EACH AND THE 48TH ~~BX~~ NOTE IN THE AMOUNT OF $20.00, THE FIRST OF WHICH WILL FALL DUE ON SEPT.8TH,1924, AND ONE OF THE SAID NOTES MATURI~~X~~ MONTHLY ON THE SAME DAY OF EACH SUCCEEDING MONTH UNTIL ALL ARE PAID AND THE LAST NOTE OF $20.00 WILL BE DUE ON AUG.8,1928. ALL OF SAID NOTES BEARING6 PER CENT INTEREST PAYABLE SEMI-ANNUALLY; INTEREST BEING COLLECTABLE AT THE MATURITY OF EACH NOTE.

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, WILEY KEITH AND WIFE PEARL KEITH have this day bargained and sold, and do hereby transfer and convey unto the said L.N.MARTIN heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: BEING LOT NO.231, IN THE PLAN OF INGLEWOOD LAND COMPANY AS OF RECORD IN BOOK NO.332, PAGE 101, OF THE REGISTER'S OFFICE FOR SAID COUNTY.

SAID LOT NO.231 FRONTS 110 FEET ON THE SOUTH SIDE OF STRATFORD AVENUE AND RUNS BACK BETWEEN PARALLEL LINES 205 FEET.

BEING THE SAME PROPERTY CONVEYED TO WILEY KEITH AND WIFE PEARL KEITH BY DEED OF LEWIS T. BAXTER AND WIFE JOANNA E.BAXTER BY WILLIAM W.SCOVEL ATTY. IN FACT, AS OF RECORD IN BOOK NO.612, PAGE 371, OF SAID REGISTER'S OFFICE.

The entire debt secured herein having been paid in full to me the lawful owner, and holder thereof, I hereby release the lien on the within described property, held to secure the payment of said debt. This 31 day of Aug. 1924.

Attest: L. O. Draper, Deputy Register

Wiley Keith

To Have and to Hold said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said L.N.MARTIN 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 ABOVE MENTIONED.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said L.N.MARTIN 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 L.N.MARTIN AND WIFE LUCY S.MARTIN do hereby transfer and convey unto F.A.WASHINGTON, 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 L.N.MARTIN AND WIFE LUCY S.MARTIN, 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 $ INSURABLE VALUE 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 L.N.MARTIN AND WIFE LUCY S.MARTIN, 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 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 L.N.MARTIN, 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 F.A.M WASHINGTON, 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 WILEY KEITH AND WIFE PEARL KEITH and L.N.MARTIN AND WIFE ~~XX~~ LUCY S.MARTIN, hereunto set our hands at NASHVILLE, Tennessee, this the 8TH day of AUGUST, 1924

WILEY KEITH, PEARL KEITH
L.N.MARTIN,
LUCY S.MARTIN

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, F.B. BLAIR, a Notary Public in and for said County and State, the within-named WILEY KEITH AND WIFE PEARL KEITH AND L. N.MARTIN AND WIFE LUCY S. MARTIN the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And PEARL KEITH AND LUCY S.MARTIN, ~~XXX~~, wi VES of the said WILEY KEITH AND L.N.MARTIN having appeared before me privately and apart from THEIR husbandS, the said PEARL KEITH AND LUCY S.MARTIN, 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 9TH day of AUGUST, 1924

My commission expires on the ---- day of ----, 192-- (SEAL) F. B.BLAIR, 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.$3.00

REC'D. AUG.14,1924 AT 11:01 A.M.