INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ($3750.00) THIRTY-SEVEN HUNDRED AND FIFTY DOLLARS of which XXXXXXXXXXXXXXXXXXXXXXXXXX ELEMEN HUNDRED DOLLARS has been paid in cash by JOHN G.MILLER AND WIFE MINNIE K.MILLER, the receipt of which is hereby acknowledged, and for the remainder OF ($2650.00) TWENTY SIX HUNDRED AND FIFTY DOLLARS the said JOHN G.MILLER AND WIFE, MINNIE K.MILLER ha VE HEREBY ASSUMED AND AGREE TO PAY A MORTGAGE OF $2000.00 TO THE CENTRAL XXX TRUST COMPANY, DUE THREE YEARS FROM AUGUST 13,1924 WITH INTEREST AT 6% PAYABLE SEMI-ANNUALLY, AND THE SAID JOHN G.MILLER AND WIFE, MINNIE K.MILLER HAVE EXECUTED TO E. D.DENTON THEIR 13 JOINT PROMISSORY NOTES OF EVEN DATE HEREWITH FOR $50.00 EACH DUE MONTHLY.

THE FIRST ONE OF SAID NOTES FALLS DUE ON THE 13TH DAY OF SEPTEMBER, 1924, AND THE OTHERS CONSECUTIVELY ON THE 13TH DAY OF EACH SUCCEEDING MONTH THEREAFTER UNTIL ALL ARE PAID.

OF SHALL BECOME THE OWNER OF THE LAND HEREIN CONVEYED.)

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, E. E.D.DENTON AND WIFELAURA MAY DENTON have this day bargained and sold, and do hereby transfer and convey unto the said JOHN G.MILLER AND WIFE, MINNIE K.MILLER, THEIR (IN CASE OF THE DEATH OF EITHER THE SURVIVING GRANTEE HEREIN heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: BEING LOT NO.74 ON THE MAP OF EAST EDGEFIELD ADDITON TO NASHVILLE, AS OF RECORD IN BOOK NO.21, PAGE 147 OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENN. ACCORDING TO SAID PLAN. SAID LOT NO.74 FRONTS 58 FEET ON THE NORTHERLY SIDE OF FATHERLAND STREET, FORMERLY HOBSON, AVE., AND RUNS BACK BETWEEN PARALLEL LINES WITH THE WESTERLY MARGIN OF 13TH STREET, FORMERLY ANN STREET, 170 FEET TO AN ALLEY.

BEING PART OF THE SAME PROPERTY CONVEYED BY DEED OF WALTER H.WRIGHT, UNMARRIED, TO E. D DENTON, AS OF RECORD IN BOOK NO.644, PAGE 321, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENN.

(SURVIVOR IS TO COME POSSESSOR OF THE PROPERTY HEREIN CONVEYED, THEIR)

The 13 Notes described herein, having been paid in full to me, the lawful owner and holder thereof, I hereby release the lien retained upon the within described property held to secure the payment of said notes. This 27 day of Aug. 1924. Attest: E. D. Denton, Deputy Register

To Have and to Hold said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JOHN G. MILLER AND WIFE, MINNIE K.MILLER, AND IN CASE OF THE DEATH OF EITHER THE SURVIVOR 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 THE MORTGAGE OF $2000. TO CENTRAL TRUST CO. AS STATED. WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said JOHN G.MILLER AND WIFE MINNIE K.MILLER, 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 JOHN G.MILLERAND WIFE MINNIE K.MILLER do hereby transfer and convey unto DOUGLAS DENTON, 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 JOHN G.MILLER AND WIFE, MINNIE K.MILLER, 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 JOHN G.MILLER AND WIFE MINNIE K.MILLER, shall pay the notes aforesaid when due, according to their terms and pay taxes, keep up repairs and keep said property 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 pay the same 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, and to convey the same 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 sale may be made at any one 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 JOHN G.MILLER AND WIFE OR OUR LEGAL 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 DOUGLAS DENTON 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 E.D.DENTON AND WIFE LAURA MAY DENTON and JOHN G.MILLER AND WIFE, MINNIE K. MILLER, hereunto set our hands at NASHVILLE Tennessee, this the 13 day of AUGUST 192 4

E.D.DENTON, LAURA MAY DENTON
JOHN G.MILLER
MINNIE K.MILLER

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, R. E. DOUGLASS, a Notary Public in and for said County and State, the within-named E.D.DENTON AND WIFE, LAURA MAY DENTON, AND JOHN G.MILLER AND WIFE, MINNIE K.MILLER, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And LAURA MAY DENTON AND MINNIE K.MILLER, wives of the said E. D.DENTON AND JOHN G.MILLER, RESPECTIVELY having appeared before me privately and apart from THEIR husbands, the said LAURA MAY DENTON, 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 14 day of AUG. 192 4

My commission expires on the -- day of --- 192 - (SEAL) R.E.DOUGLASS, 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 , wife 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.$84.50
REC'D. AUG. 14,1924 AT 11:28 A.M.