NUMBER 66678 FRED BROWN ET UX TO D. T. MCINTYRE ET UX, RECORDED OCT. 23,1924

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ($4750.00) FORTY-SEVEN HUNDRED FIFTY DOLLARS of which FOUR HUNDRED ($400.00) DOLLARS has been paid in cash by D.T.MCINTYRE AND WIFE,CORA B.MCINTYRE, the receipt of which is hereby acknowledged, and for the remainder THE SAID D.T.MCINTYRE & WIFE HAVE ASSUMED ~~DOLLARS the said~~ AND AGREE TO PAY ONE NOTE OF TWO THOUSAND (2000.00) DOLLARS,DATED SEPTEMBER 14,1923, AND PAYABLE TO THE ORDER OF THE CHURCH STREET BRANCH OF THE ~~BANK~~ FOURTH AND FIRST BANK AND TRUST CO., TWO YEARS AFTER DATE, WITH INTEREST AT SIX PER-CENT PAYABLE SEMI-ANNUALLY.SAID ABOVE MENTIONED NOTE IS DESCRIBED IN BOOK NO.624, PAGE 52, OF THE R.O.D.C., TENNESSEE, AND FOR THE REMAINDER TWENTY-THREE THREE HUNDRED, FIFTY ($2350.00) ~~DOLLARS~~ DOLLARS, THE SAID D. T.MCINTYRE AND WIFE CORA B.MCINTYRE HAVE THIS DAY EXECUTED THEIR SEVENTY EIGHT (78) PROMISSORY NOTESPAYABLE TO THE ORDER OF FRED BROWN, MONTHLY AFTER DATE. SEVENTY SEVEN (77) OF THE ABOVE MENTIONED NOTES ARE IN THE SUM OF THIRTY ($30.00) DOLLARS EACH AND ONE THE SEVENTY-EIGHTH NOTE BEING IN THE SUM OF FORTY ($40.00) DOLLARS. THE FIRST ONE OF SAID NOTES FALLS DUE OCTOBER 15, 19124, AND ONE UPON THE 15TH DAY OF EACH SUCCEEDING MONTH 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, WE,FRED BROWN AND WIFE GERTRUDE BROWN have this day bargained and sold, and do hereby transfer and convey unto the said D.T.MCINTYRE ANDWIFE CORA B.MCINTYRE THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: BEING LOT NO.130 OF WILLIAMS ADDITION TO EDGEFIELD, NOW EAST NASHVILLE,TENNESSEE, FRONTING 50 FEET ON THE SOUTH SIDE OF BOSCOBEL STREET, AND EXTENDING BACK SOUTHERLY BETWEEN PARELLEL LINES 175 FEET TO AN ALLEY, AND BEING THE SAMEPROPERTY CONVEYED TO THE UNDERSIGNED,FRED BROWN, BY D. A.DORCH AND WIFE MARY J.DORCH BY DEED OF RECORD IN BOOK NO.620, PAGE 410, OF THE R.OD.C.,TENN.

SAID D. T.MCINTYRE AND WIFE CORA B.MCINTYRE AGREE TO ASSUME ALL STATE AND COUNTY TAXES FOR THE YEAR 1924.

Nashville Trust Co. Trustee

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said D.T.MCINTYRE MCINTYRE AND WIFE CORA B.MCINTYRE, THEIR heirs and assigns, forever. WE DO 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 D.T.MCINTYRE AND WIFE CORA B.MCINTYRE, 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 D.T.MCINTYRE ANDWIFE CORA B. T.MCINTYRE do hereby transfer and convey unto THEO. W.ECKHARDT, 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 D.T.MCINTYRE & WIFE CORA B.MCINTYRE, 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 $ 4000.00 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 D.T.MCINTYRE AND WIFE CORA B.MCINTYRE, 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 D.T.MCINTYRE & WIFE CORA B.MCINTYRE 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 THEO W.ECKHARDT, 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 of settlement in relation to his trusteeship.

In Witness Whereof, We, the said FRED BROWN AND WIFE GERTRUDE BROWN and D.T.MCINTYRE AND WIFE CORA B. MCINTYRE, hereunto set our hands at NASHVILLE, Tennessee, this the 15TH day of SEPTEMBER, 1924.

FRED BROWN
GERTRUDE BROWN
D.T.MCINTYRE, CORA B.MCINTYRE

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, CLOUD V. ECKHARDT, a Notary Public in and for said County and State, the within-named FRED BROWN AND WIFE GERTRUDE BROWN AND D. T.MCINTYRE AND WIFE, CORA B.MCINTYRE the bargainorS, with whom I am personally acquainted, and who acknowledged that WE executed the within instrument for the purposes therein contained.

And GERTRUDE BROWN AND CORA B.MCINTYRE, wiVES of the said FRED BROWN AND D. T. MCINTYRE having appeared before me privately and apart from THEIR husbandS, the said GERTRUDE BROWN AND CORA B. MCINTYRE, 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 15TH day of SEPT., 1924.

My commission expires on the 3 day of APRIL, 1926 (SEAL) CLOUD V.ECKHARDT, 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. OCT.10,12 1924 AT 1:26 P.M.