NUMBER ~~1217~~ 71217 MRS. JOHNNIE M. STEWART TO ERNEST A. MCGEHEE ET UX, RECORDED FEB. 18, 1925

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of FIVE HUNDRED ($500.000 DOLLARS of which FIFTY ($50.00) DOLLARS has been paid in cash by ERNEST A. ~~MK~~ MCGEHEE AND WIFE, LILLIAN E. MCGEHEE, the receipt of which is hereby acknowledged, and for the remainder FOUR HUNDRED AND FIFTY ($450.00) DOLLARS the said ERNEST A. MCGEHEE AND LILLIAN E. MCGEHEE ha VE ~~XXXXX~~ EXECUTED THEIR NINETY JOINT, PROMISSORY NOTES OF $5.00 EACH, MATRING ONE ON THE 1ST DAY OF EACH ~~MO~~ AND EVERY MONTH AFTER DATE THEREOF UNTIL ALL OF SAID NOTES MATURE. SAID NOTES BEAR DATE OF OCTBER 1, 1923, AND ARE PAYABLE TO THE ORDER OF JOHNNIE M. STEWART.

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, I, MRS. JOHNNIE M. STEWART have this day bargained and sold, and do hereby transfer and convey unto the said ERNEST A. MCGEHEE AND WIFE LILLIAN E. MCGEHEE, THEIR THE 11TH CIVIL DISTRICT heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: LOT 86 IN E. T. BROWN'S SUBDIVISION OF LOTS NOS. 21 TO 26 OF BROWNSVILLE ADDITION, A PLAN OF WHICH SUBDIVISION IS OF RECORD IN BOOK 332, PAGE 91, R.O.D.C., TENNESSEE. SAID LOT NO. 86 FRONTS 50 FEET ON THE SOUTHERLY SIDE OF DOUGLAS AVENUE AND RUNS BACK BETWEEN PARALLEL LINES 168 FEET, MORE OR LESS, TO A 15 FOOT ALLEY, AND BEING PART OF THE SAME PROPERTY CONVEYED BY MRS. ADDIE E. SPAULDING BY DEED DATED 19TH DAY OF AUGUST, 1921, AND REGISTERED I BOOK 581, PAGE 198, R.O.D.C., TENNESSEE, TO WM. PAUL STEWART AND WIFE JOHNNIE M. STEWART. THE SAID WM. PAUL STEWART DIED ON ~~XX~~ DECEMBER 18, 1922, LEAVING A WILL OF RECORD IN WILL BOOK NO. 41, PAGE 101, OF THE COUNTY COURT OF DAVIDSON COUNTY TENNESSEE, IN WHICH HE DEVISED ALL OF HIS REAL ESTATE TO HIS WIFE, MRS. JOHNNIE M. STEWART.

The entire debt secured herein has been paid and the undersigned hereby release the lien on the within described property held to secure the payment of said debt. This ~~2~~ day of ~~June~~ 1926.
Attest: T. J. Brown — Deputy Register
FOURTH & FIRST NATIONAL BANK
By [signature]
Asst. Vice. Pres.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said ERNEST A. MCGEHEE AND WIFE, LILLIAN E. MCGEHEE, THEIR heirs and assigns, forever. I covenant that I AM lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unincumbered. I further covenant and bind MYSELF, MY heirs and representatives, to warrant and forever defend the title to said real estate to said ERNEST A. MCGEHEE AND ~~XXX~~ LILLIAN E. MCGEHEE, 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 ERNEST A. MCGEHEE AND WIFE LILLIAN E. MCGEHEE do hereby transfer and convey unto JEFF MCCARN, 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 ERNEST A. MCGEHEE AND WIFE, LILLIAN E. MCGEHEE, 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 $ ---- 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 ERNEST A. MCGEHEE AND W LILLIAN E. MCGEHEE, 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 ERNEST A. MCGEHEE AND LILLIAN E. MCGEHEE 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 JEFF MCCARN, 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 MRS. JOHNNIE M. STEWART and ERNEST A. MCGEHEE AND WIFE LILLIANE. MCGEHEE, hereunto set our hands at NASHVILLE, Tennessee, this the 11TH day of OCTOBER, 192 3

MRS. JOHNNIE M. STEWART
EARNEST A. MCGEHEE
LILLIAN E. MCGEHEE

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, BAXTER CATO, a Notary Public in and for said County and State, the within-named MRS. JOHNNIE M. STEWART (A WIDOW) AND ERNEST A. MCGEHEE AND WIFE, LILLIANE. MCGEHEE, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And ERNEST A. MCGEHEE, wife of the said ERNEST A. MCGEHEE, having appeared before me privately and apart from HER husband, the said ERNEST A. MCGEHEE, acknowledged the execution of the said instrument to have been done by ~~XXXX~~ 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 11TH day of OCTOBER, 192 3
My commission expires on the -- day of ---, 192 - (SEAL) BAXTER CATO, 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.$0.50
REC'D. FEB. 17, 1925 AT 9:36 A.M.