NUMBER 70091 T. C.FOX ET UX TO CHARLIE B.SAIN ET UX,RECORDED JAN.19,1925

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ..(35500.00) THIRTY FIVE HUNDRED AND NO/100.. DOLLARS of which FIVE HUNDRED AND NO/100 DOLLARS has been paid in cash by CHARLIE B.SAIN AND WIFE ZELLA FRANCES SAIN the receipt of which is hereby acknowledged, and for the remainder 35000.00, THREE THOUSAND AND NO/100 DOLLARS the said CHARLIE B.SAIN AND WIFE ZELL A FRANCES SAIN HAVE EXECUTED THEIR EIGHTY (80) JOINTPROMISSORY NOTES, OF EVEN DATE HEREWITH XXX EACH IN THE SUM OF THIRTY SEVEN DOLLARS AND FIFTY CENTS XXX (37.50) THE FIRST ONE OF SAID NOTES FALLS DUE ON THE 12TH DAY OF FEBRUARY XXXXX 1925, AND ONE OTHER NOTE DUE AND PAYABLE ON OR BE FORE THE 12TH DAY OF EACH AND EVERY MONTH THEREAFTER UNTIL ALL OF SAID NOTES SHALL BECOME DUE AND PAYABLE ALL OF SAID NOTES DUE AND XX PAYABLE TO T. C.FOX AND WIFE LAURA FOX OR ORDER.

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, T. C.FOX AND WIFE LAURA FOX have this day bargained and sold, and do hereby transfer and convey unto the said CHARLIE B.SAIN AND WIFE ZELLA FRANCES SAIN, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: BEING LOT NO.43 AND THE AST 15 FEET SIX (6) INCHESOF LOT NO.44 IN LINDSLEY'S SUBDIVISION OF THE CHADWELL TRACT, A PLAN OF WHICH IS OF RECORD IN PLAN BOOK NO. 2, PAGE 24 OF THE CHANCERY COURT AT NASHVILLE,TENNESSEE.

SAID LOT NO.43 AND THEAST 15 FEET SIX (6) INCHES ADJOIN AND TOGETHER FRONTS 65-1/2 FEET ON THE NORTHERLY SIDE OFR RUSSELL STREET,FORMERLY RUTH STREET,AND RUNS BACK BETWEEN PARALLEL LINES 160 FEET TO AN ALLEY,AND IS THE SAME PROPERTY WHICH WAS CONVEYED BY DEED OF J.W. MERRYMAN AND WIFE, ALICE MERRYMAN,TO THE SAID XX T. C.FOX AND WIFE, LAURA FOX, ON THE 20TH DAY OF MARCH 1920, SEE DEED OF RECORD IN BOOK NO.X 339, PAGE 510 OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENNESSEE.

THE PURCHASERS HEREOF HEREBY ASSUME THE PAYMENT OF ALLTAXES ON THE WITHIN X CONVEYED PROPERTY FOR THE YEAR OF 1925.

Received for registration this 16th day of Jan. 1925 at 12:03 P.M. and recorded in Book 3232 page 510 Register's Office for Davidson County, Tennessee. By T. Q. Smith Deputy Register

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TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said CHARLIE B.SAIN AND WIFE ZELLA FRANCES SAIN, 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, XX OUR heirs and representatives, to warrant and forever defend the title to said real estate to said CHARLIE B.SAIN AND WIFE ZELLA FRANCES SAIN, 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 CHARLIE B.SAIN AND WIFE ZELLA FRANCES SAIN do hereby grant, bargain and convey unto FRED K.JONES, Trustee, his successors and assigns, the real estate hereinabove described with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.

WE, the said CHARLIE B.SAIN AND WIFE ZELLA FRANCES SAIN, 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 herein, the same to bear interest from the date of such payment.

Now, if WE, the said CHARLIE B.SAIN AND WIFE ZELLA FRANCES SAIN 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 fail 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 SIXTY 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 CHARLIE B.SAIN AND WIFE ZELLA FRANCES SAIN 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 FRED K.JONES, 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 take any account of settlement in relation to his trusteeship.

In Witness Whereof, We, the said T.C.FOX AND WIFE LAURA FOX and ------ hereunto set our hands at HENDERSON, Tennessee, this the 12TH day of JANUARY, 1925

T.C.FOX
AND THE SAID CHARLIE B.SAIN AND WIFE ZELLA FRANCES SAIN,AT NASHVILLE,TENNESSEE. LAURA FOX, CHARLIE B.SAIN ZELLA FRANCES SAIN

STATE OF TENNESSEE, DAVIDSON COUNTY:

Personally appeared before me, FRANK TURBEVILLE, a Notary Public in and for said County and State, the within-named CHARLIE B.SAIN AND WIFE ZELLA FRANCES SAIN,TWO OF the bargainorS, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And ZELLA FRANCES SAIN, wife of the said CHARLIE B.SAIN having appeared before me privately and apart from HER husband, the said ZELLA FRANCES SAIN acknowledged the execution of the said instrument to have been done by 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 16TH day of JANUARY, 1925

My commission expires on the 7 day of APR. 1928 (SEAL) FRANK TURBEVILLE, Notary Public

STATE OF TENNESSEE, ~~CHESTER~~ DAVIDSON COUNTY:

Personally appeared before me, J.A.NORD, a Notary Public in and for said County and State, the within-named T.C.FOX AND WIFE, LAURA FOX the bargainorS, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And LAURA FOX, XX T. C.FOX, wife of the said LAURA FOX having appeared before me privately and apart from HER husband, the said LAURA FOX acknowledged the execution of the said instrument to have been done by 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~~ Henderson, Tennessee, this 12 day of JAN. 1925

My commission expires on the 16TH day of ~~MAY~~ JULY 1925 (SEAL) J.A.NORD, Notary Public

U.S.R.$3.50
REC'D.JAN.16,1925 AT 12:03 P.M.