NUMBER 70761 A. C.WEBB ET UX TO JOE J.MARTIN ET UX,RECORDED FEB.6 1925

INSTALLMENT DEED

NO/100

FOR AND IN CONSIDERATION of the sum of $2700.00 TWO THOUSAND SEVEN HUNDRED AND DOLLARS of which SIX HUNDRED FIFTY AND NO/100 DOLLARS has been paid in cash by JOE J.MARTIN AND WIFE, MAYNIE P.MARTIN the receipt of which is hereby acknowledged, ~~and for the remainder~~ THE SAID JOE J.MARTIN AND WIFE MAYNIE P.MARTIN HAVE EXECUTED 21 PORMISSORY NOTES EACH FOR $35.00 BEARING EVEN DATE HEREWITH,PAYABLE TO THE ORDER OF A. C.WEBB AND DUE,ONE ON THE R 1ST DAY OF EACH MONTH THEREAFTER,UNTIL ALL ARE PAID,BUT WITHOUT INTEREST UNTIL AFTER MATURITY,AND FOR THE RESIDUE THE SAID JOE J.MARTIN AND WIFE MAYNIE P.MARTIN ASSUME AND AGREE TO PAY A NOTE OF $1500.00 DATED APRIL 6TH,1923,SIGNED BY A. C.WEBB,PAYABLE TO THE ORDER OF HIMSELF AND ENDORSED BY HIM AND DUE FOUR YEARSXRRRX AFTER DATE.THIS NOTE IS FULLY SET OUT,DESCRIBED AND SECURED IN BY TRUST DEED FROM A. C.WEBB, AND WIFE TO SANDFORD DUNCAN,TRUSTEE,WHICH IS RECORDED IN BOOK____PAGE,__OF THE REGISTERBS OFFICE FOR DAVIDSON COUNTY,TENNESSEE, TO WHICH REFERENCE IS HERE MADE FOR TERMS AND CONDITIONS IN ORDER TO MAKE EACH OF THE ABOVE 21 NOTES FOR AN EQUAL AMOUNT,INTEREST WAS CALCULATED ON MONTHLY PAYMENTS TO FALL DUE DURING A PERIOD OF 21 X MONTHS AND THIS TOGETHER WITH THE INTEREST TO ACCRUED ON THE $1500.00 NOTE,FOR THE SAME PERIOD OF TIME WHICH THE SAID A. C.WEBB AGREES TO PAY AS IT W FALLS DUE WAS ADDED TO THE SUM OF ALL THE MONTHLY PAYMENTS,ANOTHE XBXKX TOTAL SUM DIVIDED INTO 21 EQUAL PAYMENTS;RESULTING IN THE AGREEMENT,BETWEEN THE PARTIES HERETO THAT NO INTEREST WAS TO BE PAID ON THESE 21 NOTES,UNTIL AFTER XHK THEY SEVERALLY MATURED.

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. TO SECURE THE PAYMENT OF THE 21 NOTES ABOVE MENTIONED A LIEN ON XXXHEREBY IS HEREBY EXPRESSLY RETAINED.

WE A. C.WEBB AND WIFE, ELLEN H.WEBB.

have this day bargained and sold, and do hereby transfer and convey unto the said JOE J.MARTIN ANDXHK WIFE MAYNIE P.R MARTIN,THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: BEING LOT NO.34 ON THE PLAN OF THE BENEDICT LAND COMPANY'S SUBDIVISION OF THE LINDSLEY TRACT, AS OF RECORD IN BOOK NO.332, PAGE 40, OF THE REGISTERBS OFFICE FOR SAID COUNTY.

SAID LOT N.34 FRONTS 50 FEET ON THE WEST ERLY SIDE OF STOCKELL STREET,ANDRUNS,BACK BETWEEN PARALLEL LINES,178 FEET,MORE OR LESS,TO AN ALLEY AND IS OCCUPIED BY A FIVE ROO FRAME COOTAGE KNOWN BY CITY NO.1010 STOCKELL STREET.

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full. This_____ day of _____, 1933.

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

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JOE J.MARTIN AND WIFE MAYNIE P.MARTIN,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,OUR heirs and representatives, to warrant and forever defend the title to said real estate to said JOE J.MARTIN AND WIFE MAYNIE P.MARTIN,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 JOE J.MARTIN AND WIFE,MAYNIE P. MARTIN do hereby transfer and convey unto A.C.WEBB, 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 JOE J.MARTIN AND WIFE MAYNIE P.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 $ 2000.00 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 JOE J.MARTIN AND WIFE, MAYNIE P.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 JOE J.MARTIN AND WIFE MAYNIE P. MARTIN, THEIR 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 A.C.WEBB, 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 A. C.WEBB AND WIFE, ELLEN H. WEBB AND JOE J.MARTIN AND WIFE,MAYNIE P.MARTIN, hereunto set our hands at NASHVILLE, Tennessee, this the 1ST day of OCTOBER, 192 4

A. C.WEBB
ELLEN H.WEBB
JOE J.MARTIN
MAYNIE P.MARTIN

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, J.A.SHARPE, a Notary Public in and for said County and State, the within-named A. C.WEBB & WIFE ELLEN H.WEBB JOE J.MARTIN & WIFE MAYNIE P.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 ELLEN H.WEBB & MAYNIE P.MARTIN, wife OES of the said A.C.WEBB & JOE J.MARTIN having appeared before me privately and apart from THEIR husband S, the said ELLEN H.WEBB AND MAYNIE P.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 3RD day of JANY. 192 5

My commission expires on the -- day of -- 192 -(SEAL) J.A.SHARPE, 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.S$ 1.10
REC'D.FEB. 4TH,1925 AT 12:37 P.M.