NUMBER 72543 LEO WILLIAM STARR TO J. D.DRAKE, ET UX, RECORDED MCH. 30, 1925

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of $4000.00 FOUR THOUSAND AND NO/100 DOLLARS of which FIVE HUNDRED ($500.00) AND NO/100 DOLLARS has been paid in cash by J.D.DRAKE AND WIFE MARY M.DRAKE the receipt of which is hereby acknowledged, and for the remainder $3500.00 THIRTY FIVE HUNDRED AND NO/100 DOLLARS the said J.D.DRAKE AND WIFE MARY M.DRAKE have EXECUTED THEIR EIGHTY EIGHT/ (88) JOINT PROMISSORY NOTES, OF EVEN DATE HEREWITH, OF WHICH EIGHTY SEVEN (87) OF SAID NOTES ARE EACH IN THE SUM OF FORTY ($40.00) DOLLARS, AND ONE NOTE IN THE SUM OF TWENTY $20.00 DOLLARS, THE FIRST ONE OF SAID NOTES DUE AND PAYABLE ON THE 20TH DAY OF APRIL 1925, AND ONE OTHER NOTE DUE AND PAYABLE ON THE THE 20TH DAY OF EACH AN EVERY MONTH THEREAFTER UNTIL ALL OF SAID NOTES SHALL BECOME DUE AND PAYABLE, ALL OF SAID NOTES DUE AND PAYABLE TO LEO WILLIAM STARR, 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, I, LEO WILLIAM STARR, OF LAWFUL AGE, UNMARRIED have this day bargained and sold, and do hereby transfer and convey unto the said J.D.DRAKE AND WIFE MARY M. DRAKE, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: BEING PART OF LOT NO.9 IN THE UNIVERSITY PLAN OF LOTS, RECORDED IN PLAN BOOK N. PAGES 212 AND 213 OF THE REIGSTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

SAID PART OF LOT NO. 9 FRONTS FIFTY 50 FEET ON THE EASTERLY SIDE OF SECOND AVENUE SOUTH, FORMERLY SOUTH MARKET STREET, AND RUNS BACK EASTERLY AND BETWEEN PARALLEL LINES 188 FEET, MORE OR LESS, TO AN ALLEY.

AND IS MORE DEFINITELY DESCRIBED AS FOLLOWS; BEGINNING AT A POINT IN THE EAST MARGIN OF SAID XX SECOND AVENUE, SOUTH, 50 FEET SOUTHERLY FROM AN ALLEY; THENCE EASTERLY AND PARALLEL WITH SOUTH LINE OF SAID ALLEY 188 FEET MORE OR LESS, TO AN ALLEY; THENCE WITH THE WEST LINE OF LAST NAMED ALLEY SOUTHERLY 50 FEET TO A POINT; THENCE WESTERLY 188 FEET MORE OR LESS, TO THE EASTERLY MARGIN OF SAID SECOND AVENUE SOUTH; THENCE NORTHERLY AND WITH THE EASTERLY MARGIN OF SAID SECOND AVENUE SOUTH 50 FEET TO THE PLACE OF BEGINNING. AND BEING THE SAME PROPERTY THAT WAS CONVEYED BY DEED OF MARGARET T. SCALLEY A WIDOW EXECUTRIX AND TRUSTEE TO THE SAID LEO WILLIAM STARR, SEE DEED OF RECORD IN BOOK NO.519 PAGE 643, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

THE PURCHASERS X HEREIN HEREBY ASSUME THE PAYMENT OF ALL TAXES FOR THE YEAR OF 1925 ON THE WITHIN CONVEYED PROPERTY.

THE GRANTOR HEREBY RETAINS POSSESSION OF THE WITHIN DESCRIBED AND CONVEYED PROPERTY FOR THIRTY DAYS FROM THE DATE HEREOF WITHOUT CHARGE OR RENT.

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge the satisfaction of the same in full. This ___ day of ___ 1925. [signature] and discharge of the lien in favor of

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said J. D.DRAKE AND WIFE, MARY M.DRAKE, 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 J. D. DRAKE AND WIFE MARY M.DRAKE, 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 J. D.DRAKE AND WIFE MARY M. DRAKE do hereby transfer and convey unto FRED K.JONES, 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 J.D.DRAKE AND WIFE MARY M.DRAKE, 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 J.D.DRAKE AND WIFE MARY M.DRAKE, 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 at 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, on 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 J.D.DRAKE AND WIFE MARY M. DRAKE 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 file any account of settlement in relation to his trusteeship.

In Witness Whereof, We, the said LEO WILLIAM STARR J.D. DRAKE AND WIFE MARY M.DRAKE and at NASHVILLE, Tennessee, this the 20TH day of MARCH, 192 5, hereunto set our hands.

LEO W.STARR
J.D.DRAKE, MARY M.DRAKE
LEO WILLIAM STARR

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me RUBY M.SCRUGGS a Notary Public in and for said County and State, the within-named LEO WILLIAM STARR AND J.D. RAKE AND WIFE MARY M.DRAKE the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And MARY M.DRAKE, WIFE of the said X J.D.DRAKE having appeared before me privately and apart from HER husband the said X MARY M.DRAKE 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 23 day of MARCH, 192 5

My commission expires on the -- day of --- 192 - (SEAL) RUBY M.SCRUGGS 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

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.$4.00
REC'D. MCH. 24, 1925 AT 1:04 P.M.