NUMBER 74294 J.H.GOTHARD ET UX TO GUY A. DEAN ET UX, RECORDED MAY 14, 1925

INSTALLMENT DEED ($2,850.00)

FOR AND IN CONSIDERATION of the sum of TWO THOUSAND EIGHT HUNDRED FIFTY AND NO/100 / DOLLARS of which TWO HUNDRED AND NO/100 ($200.00) DOLLARS has been paid in cash by GUY A. DEAN AND WIFE, MARTHA DEAN the receipt of which is hereby acknowledged, and for the remainder TWO THOUSAND SIX HUNDRED FIFTY AND NO/100 ($2,650.00) DOLLARS the said GUY A. DEAN AND WIFE MARTHA DEAN have ASSUMED AND AGREE TO PAY A NOTE IN THE SUM OF $1,000.00 WHICH NOTE BEARS DATE OF APRIL 1ST, 1925 AND MATURES THREE YEARS FROM ITS DAT, WITH INTEREST AT THE RATE OF 6% PER ANNUM FROM EVEN DATE PAYABLE SEMI-ANNUALLY IN APRIL AND OCTOBER, SAID NOTE IS FULLY DESCRIBED IN AND SECURED BY A DEED OF TRUST FROM J.H.GOTHARD AND WIFE, MYRTLE A. GOTHARD TO E. E. MURREY, TRUSTEE FOR THE AMERICAN TRUST CO., AS OF RECORD IN BOOK 631, PAGE 336, R.O.D.C.TENNESSEE, AND FOR THE REMAINDER, NAMELY $1,650.00 THE SAID GUY A. DEAN AND WIFE, MARTHA DEAN, HAVE EXECUTED AND DELIVERED THEIR 63 JOINT LIEN PROMISSORY NOTES, ALL OF SAID NOTES BEING FOR THE SUM OF $25.00 EACH, EXCEPT THE 12TH NOTE WHICH IS FOR THE SUM OF $100.00. THE FIRST ONE OF SAID NOTE FALLING DUE ON MAY 1ST, 1925 AND THE OTHERS MONTHLY THEREAFTER UNTIL ALL MATURE.

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, M J.H.GOTHARD AND WIFE, MYRTLE A.GOTHARD have this day bargained and sold, and do hereby transfer and convey unto the said GUY A. DEAN AND WIFE MARTHA DEAN, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: BEING THE EASTERLY HALF OF THE NORTHERLY HALF OF LOT NO.2 ON THE MAP OF C. W.WALLER'S SUBDIVISION OF JOHN D.ANDERSON HOME PLACE, ASOF RECORD IN BOOK 421, PAGE 35, R.O.D.C.TENNESSEE.SAID PART OF SAID LOT FRONTS 50 FEET ON THE SOUTHERLY SIDE OD ELVIRA AVENUE, AND RUNS BACK BETWEEN PARALLEL LINES 190 FEET TO A DEAD LINE, AND BEING A PART OF THE SAME PROPERTY CONVEYED TO M.J.H.GOTHARD BY DEED OF RECORD IN BOOK 641, PABE 44, R.O.D.C.TENNESSEE.

[illegible] real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said GUY A. DEAN AND WIFE, MARTHA DEAN heirs and assigns.

WE [illegible] WE ARE lawfully seized and possessed of said real estate in fee simple, have [illegible] unencumbered, EXCEPT AS HEREIN ABOVE MENTIONED AND BY 1925 TAXES WHICH THE PURCHASERS ASSUME AND AGREE TO PAY.

WE [illegible] OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real [illegible] GUY A. DEAN AND WIFE, MARTHA DEAN, THEIR heirs and assigns [illegible]

[illegible] securing the payment of said lien notes, and rendering unnecessary court proceedings [illegible] of said notes as they mature, as hereinafter provided, and for the consideration of [illegible] US [illegible] WE the said GUY A.DEAN AND WIFE MARTHA DEAN [illegible] HENRY E.SMITH Trustee, his successors and assigns, the real [illegible] estate, title, and interest thereto belonging, for the purposes aforesaid only.

WE, the said GUY A. DEAN AND WIFE, MARTHA DEAN 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 $ 2,000.00 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 GUY A. DEAN AND WIFE MARTHA DEAN 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 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 GUY A. DEAN AND WIFE MARTHA DEAN 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 HENRY E.SMITH, 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 J.H.GOTHARD AND WIFE, MYRTLE A. GOTHARD and GUY A. DEAN AND WIFE, MARTHA DEAN, hereunto set our hands at NASHVILLE, Tennessee, this the 22 day of ARRIL, 1925

J.H.GOTHARD
MYRTLE A.GOTHARD
GUY A. DEAN, MARTHA DEAN

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, BLANCHE K.BULLOCK, a Notary Public in and for said County and State, the within-named J.H.GOTHARD AND WIFE, MYRTLE A.GOTHARD AND GUY A. DEAN AND WIFE MARTHA DEAN the bargainors, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And MYRTLE A.GOTHARD AND MARTHA DEAN, wives of the said J.H.GOTHARD AND GUY A. DEAN having appeared before me privately and apart from THEIR husbands, the said MYRTLE A.GOTHARD AND GUY A. DEAN, 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 6TH day of MAY, 1925

My commission expires on the 8 day of OCT., 1928 (SEAL) BLANCHE K.BULLOCK, 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 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

My commission expires on the day of, 192 Notary Public

U.S.R.S.$2.00
REC'D. MAY 6, 1925 AT 3:05 P.M.