NUMBER 76848

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of $2400.00 TWO THOUSAND FOUR HUNDRED

of which NINE HUNDRED

C. G.REEDER, E.M.REEDER AND JANIE A.REEDER, the receipt of which is hereby acknowledged, and for the remainder

$1500.00, FIFTEEN HUNDRED DOLLARS the said C. G.REEDER, E.M.REEDER

AND JANIE A.REEDER has VE EXECUTED 24 PROMISSORY NOTES OF EVEN DATE

HEREWITH FOR $25.00 EACH PAYABLE TO THE ORDER OF A.C.WEBB AND DUE ONE ONEIN THE 22ND

DAY OF EACH MONTH THEREAFTERUNTIL ALL ARE PAID BUT WITHOUT INTEREST UNTIL AFTER MATURITY. FOR THE RESIDUE THE SAID C. G.REEDER, E.M.REEDER & JANIE A.REEDER,AGREE TO PAY A NOTE OF $1000.00 DATED MARCH 14,1923 SIGNED BY A. C.WEBB PAYABLE TO THE ORDER OF HIMSELF AND ENDORSED BY HIM AND FALL THREE YEARS AFTER DATE.THIS NOTE IS FULLY SET OUT DESCRIBED AND SECURED BY A TRUST DEED FROM A. C.WEBB TO SANDFORD DUNCAN,TRUSTEE WHICH IS RECORDED IN BOOK ,PAGE ,OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY TENNESSEE TO WHICH REFERENCE IS HERE MADE FOR TERMS AND CONDITIONS.

all of said 24 MATURITY 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, JOE MARTIN AND WIFE, MAYNIE P.MARTIN

have this day bargained and sold, and do hereby transfer and convey unto the said C. G.REEDER, E.M.REEDER AND JANIE A.REEDER heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE SOUTH 45 FEET OF LOT NO.35 ON THE PLAN OF THE BENEDICT LAND COMPANY'S SUBDIVISION OF THE LINDSLEY TRACT AS OF RECORD IN BOOK NO.332,PAGE 49, OF THE REGISTER'S OFFICE OF DAVIDSON COUNTY.SAID PART OF LOT NO.35 FRONTS 45 FEET ON THE WESTERLY SIDEOF STOCKELL STREET AND RUNS BACK BETWEEN PARALLEL LINES 178 FEET MORE OR LESS TO AN ALLEY AND IS OCCUPIED BY A FOUR ROOM COTTAGE KNOWNBY CITY NO. STOCKELL STREET,

TO HAVE AND TO HOLD said real estate, with the appurtenances, [illegible]

WE, the said C. G.REEDER, E.M.REEDER AND JANIE A.REEDER, 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 herein, the same to bear interest from the date of such payment.

Now, If WE, the said C. G.REEDER, E.M.REEDER AND JANIE A.REEDER, 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 fee 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 C.G.REEDER, E.M.REEDER AND JANIE A.REEDER, 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 JOE J.MARTIN AND WIFE, MAYNIE P.MARTIN and C. G.REEDER, E.M.REEDER AND JANIE A.REEDER, hereunto set our hands at NASHVILLE, Tennessee, this the 22 day of SEPTEMBER, 1924.

Witness, G.G.Watt.

JOE J.MARTIN
MAYNIE P.MARTIN
C.G.REEDER, E.M.REEDER
JANIE A.REEDER

STATE OF TENNESSEE, DAVIDSON COUNTY J.A.SHARPE, a Notary Public in and for said County personally appeared before me, JOE J.MARTIN &WIFE, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained. MAYNIE P.MARTIN, wife of the said JOE J.MARTIN. And the said MAYNIE P.MARTIN, being examined privately and apart from HER husband, the said MAYNIE P.MARTIN, acknowledged the execution of the said instrument to have been freely, voluntarily, and understandingly, without compulsion or constraint from HER said husband, and declined to retract. Witness my hand and seal at , Tennessee, this 22ND day of SEPT. 1924. My commission expires the day of , 192 . (SEAL) J.A.SHARPE, Notary Public

STATE OF TENNESSEE, COUNTY. , a Notary Public in and for said County personally appeared before me, with whom I am personally acquainted, and who acknowledged that executed the within instrument for the purposes therein contained. , wife of the said , the said , being examined privately and apart from husband, the said , acknowledged the execution of the said instrument to have been freely, voluntarily, and understandingly, without compulsion or constraint from said husband, and declined to retract. Witness my hand and seal at , Tennessee, this day of , 192 . My commission expires the day of , 192 . (SEAL) , Notary Public