NUMBER 81258 M.L.DORRIS ET UX TO MAMMIE M.BAGGETT, RECORDED OCT. 21,1925

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of $2800.00 TWENTY EIGHT HUNDRED AND NO/100 DOLLARS of which TWO HUNDRED $200.00 AND NO/100 DOLLARS has been paid in cash by MAMIE M.BAGGETT, (WIFE OF MARVIN BAGGETT) , the receipt of which is hereby acknowledged, and for the remainder $2600.00 TWENTY SIX HUNDRED AND NO/100 DOLLARS the said MAMMIE M.BAGGETT ha SEXECUTED HER ONE HUNDRED AND SEVEN(107) PROMISSORY NOTES,OF EVEN DATE HEREWITH,OF WHICH NOTE NO.ONE TO TWELVE INCLUSIVE ARE EACH IN THE SUM OF TWENTY $20.00 DOLLARS , NOTE NO.THIRTEEN TO ONE HUNDRED AND SIX ARE EACH IN THE SUM OF TWENTY FIVE $25.00 DOLLARS, AND NOTE NO.ONE HUNDRED AND SEVEN (107) IN THE SUM OF TEN $10.00 DOLLARS, NONE OF SAID NOTES BEAR INTEREST THE LEGAL RATE OF INTEREST HAS BEEN COMPUTED ON THE UNPAID BALANCE FOR THIRTY DAYS TIME AND ADDED TO THE FACE VALUE OF EACH NOTE, THEREBY MAKING NOTE NO.ONE IN THE SUM OF THIRTY THREE DOLLARS, EACH ~~SUCCEEDING~~ SUCEED___ NOTE TEN CENTS LESS THAN THEPRECEEDING NOTE AND NOTE NO.13 IS IN THE SUM OF $36.80 AND EACH SUCCEEDING NOTE 12½ CENTS LESSTHAN THE PRECEEDING NOTE TO AND INCLUDING NOTE NO.106 AND NOTE NO.107 IN THE SUM OF TEN AND 05/100 DOLLARS ($10.05) THE FIRST ONE OF SAID NOTES DUE AND PAYBLE X ON NOV. 1ST,1925 AND ONE OTHER NOTE DUE AND PAYABLE ON OR BEFORE THE FIRST DAY OF EACH AND EVERY MONTH THEREAFTER UNTIL ALL OF THE SAID 107 NOTES SHALL BECOME DUE AND PAYABLE,ALL OF SAID NOTES DUE AND PAYABLETO M.L.DORRIS 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,M.L.DORRIS AND WIFE ROXIE DORRIS have this day bargained and sold, and do hereby transfer and convey unto the said MAMIE M.BAGGETT, HER heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: BEING LOT NO.210 ON THE MAP OF EASTMORELAND PLACE,SHIELDS SUBDIVISION OF GLEAVES LANDS,AS OF RECORD IN BOOK NO.161, PAGE 170, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

SAID LOT NO.210 FRONTS 50 FEET ON THE SOUTHERLY SIDE OF LUCILE STREET,AND RUNS BACK BETWEEN PARALLEL LINES 140 FEET TO AN ALLEY.AND IS A PART OF THE SAME PROPERTY THAT WAS CONVEYED BY D. W.REPP, A WIDOWER TO M.L.DORRIS, ON THE 25TH DAY OF MARCH 1925; SEE DEED OF RECORD IN BOOK NO.658,PAGE 794, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENN.

The entire debt secured herein having been paid in full to me, the lawful owner and holder thereof, I hereby release the lien on the within described property, held to secure the payment of said debt. This 15th day of Oct. 1931.
Witness
M.L.Dorris
Deputy Register.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said MAMMIE M. BAGGETT, HER 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 MAMIE M.BAGGETT ,HER 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 MAMIE M.BAGGETT AND HER HUSBAND MARVIN BAGGETT do hereby transfer and convey unto M.O.WARREN, Trustee, his successor and assigns, the real estate hereinbefore described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid; subj-

I, the said MAMMIE M.BAGGETT 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.

I 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 I 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 I, the said MAMMIE M.BAGGETT, 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 I fail to pay any ~~one~~ TWO 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, I 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~~ $.60 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.

I 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. I 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 MAMMIE M.BAGGETT 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 M.O.WARREN, 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 M.L.DORRIS AND WIFE.ROXIE DORRIS and MAMIE M. BAGGETT AND HER HUSBAND MARVIN BAGGETT, hereunto set our hands at ---, Tennessee, this the 15TH day of ~~OCTOBER~~ OCTOBER, 1925

M.L.DORRIS
ROXIE DORRIS
MARVIN BAGGETT
MAMMIE M.BAGGETT

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, FRED K.JONES, a Notary Public in and for said County and State, the within-named MARVIN BAGGETT AND WIFE,MAMMIE M.BAGGETT,TWO OF the bargainor, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And MAMMIE M.BAGGETT, wife of the said MARVIN BAGGETT having appeared before me privately and apart from HER husband, the said MAMMIE M.BAGGETT, 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 20TH day of OCT. 1925.

My commission expires on the 2ND day of JULY 29, 1927 (SEAL) FRED K.JONES, Notary Public

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

ROBERTSON

Personally appeared before me, W.P.SPROUSE, a Notary Public in and for said County and State, the within-named M.L.DORRIS AND WIFE, ROXIE DORRIS the bargainor, with whom I am personally acquainted, and who acknowledged that ----- executed the within instrument for the purposes therein contained.

And ROXIE DORRIS, wife of the said M.L.DORRIS having appeared before me privately and apart from HER husband, the said ROXIE DORRIS, 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.

FIELD

Witness my hand and official seal at MAIN SPRING, Tennessee, this 20 day of OCT. 1925

My commission expires on the 5TH day of JULY, 1926 (SEAL) W.P.SPROUSE, Notary Public