NUMBER 80588 J.J. GILL ET UX TO V. W. GONCE ET UX, RECORDED OCT. 24,1925

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ($3800.00THIRTY EIGAT HUNDRED & 00/100 DOLLARS of which FOUR HUNDRED ($400.00) DOLLARS has been paid in cash by V. W.AND ESTELLE M.GONCE, the receipt of which is hereby acknowledged, and for the remainder THIRTY FOUR HUNDRED & 00/100 DOLLARS the said V.W.& ESTELLE M.GONCE haVE ASSUMED ONE MORTGAGE NOTE DATEDJULY 15,1925 AND DUE JULY 15, 1928,FOR TWENTY FIVE HUNDRED DOLLARS PAYABLE TO THE ORDER OF T. W.WRENNE CO. INTEREST ON SAID MORTAGE IS PAYABLE IN SIX SEMI-ANNUAL INTEREST NOTES OF SEVENTY FIVE ($75.00) DOLLARS EACH THE FIRST ONE IS DUE JANY.15,1926 THE OTHERS EACH SIX MONTHER MONTHS THEREAFTER UNTIL ALL ARE PAID.

FOR THE RESIDUE THE SAID V.W.& ESTELLE M.GONCE HAVE EXECUTED THEIR TWENTY SIX PROMISSORY NOTES OF EVEN DATE HEREWITH TWENTY FIVE OF WHICH ARE FOR THIRTY FIVE DOLLARS AND THE 76TH OR LAST NOTE IS FOR TWENTY FIVE DOLLARS.SAID NOTES AR PAYABLE TO THE ORDER OF J.J. GILL,THE FIRST NOTE FALLING DUE MAR. 1,1925,AND THE OTHERS MONTHLY THEREAFTER UNTIL DEC. 1,1927 WHENTHE LAST NOTE FALLS DUE.

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,J.J.GILL AND WIFE MATTIE GILL have this day bargained and sold, and do hereby transfer and convey unto the said V. W.AND ESTELLE M.GONCE heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NUMBER THREE(3) OF ~~BB~~ BLOCK NUMBER 14 ON THE MAP OF SYLVAN PARK ASOF RECORD IN BOOK 332,PAGE 104, R.O.D.C.TENN.

SAID LOT ~~NN~~ NUMBER THREE (3) FRONTS FIFTY (50) FEET ON THE SOUTHERY SIDE OF UTAH AVE . FORMERLY 7TH AVENUE,AND RUNS BACK BETWEEN PARALLEL LINES ONE HUNDRED & SIXTY (160) FEET TO AN ALLEY,AND BEING PART OF THE SAME PROPERTY CONVEYED TO JAS.N.COX AND C.B. ~~B&W~~ PENNOCK,NOW DECEASED, BY SYLVAN PARK LAND COMPANY BY DEED DATED FEBY. 3, 1915 AND RECORDED IN BOOK 502, R AT PAGE 475 R.O.D.C.TENN.AND CONVEYED BY J.N.COX & WIFE MARY YOUNG COX, MRS.REBECCA A. REKB PENNOCK,TRUSTEE & DR. THOMAS MORRIS TRUSTEE TO J.J. GILL BY DEED DATED JUNE 15 1925 AND RECORDED IN BOOK 675,~~RKEE~~ AT PAGE 269, R.O.D.C.~~XXXTENN~~

This conveyance is made subject to a deed of trust executed by J.J.Gill & wife Mattie Gill to Robert Martin, Trustee, to secure the payment of a note for $2,000.00 dated June 15, 1925 and recorded in Book 675, page 269, R.O.D.C.

Mattie Gill

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said V. W. GONCE & ESTELLE M.GONCE, 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. EXCEPT AS HERIN STATED WE further covenant and bind OURSELVES & OUR heirs and representatives, to warrant and forever defend the title to said real estate to said V. W. & ESTELLEM.GONCE 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 W V. W.GONCE AND WIFE ESTELLE M.GONCE do hereby transfer and convey unto ROBERT MARTIN, 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 V. W.& ESTELLE M. GONCE keep the buildings on the property insured in the sum of $4000.00 until the notes herein secured are fully paid, and to have the loss payable to the 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 made on and to pay them when due, and in case WE fail to do either, then the said Trustee or the owner and holder of said notes, or any of them, may do any or all of these things and charge the cost or sum of money so expended to the debt hereby secured, which shall bear interest from the date of such payment.

Now, if WE, the said V. W.& ESTELLE M.GONCE shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured as above set forth 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 V. W.AND ESTELLE M.GONCE, 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 ROBERT MARTIN, 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.J.GILL & WIFE ,MATTIE GILL and V. W.GONCE & WIFE ESTELLE M.GONCE, hereunto set our hands at NASHVILLE, Tennessee, this the 30TH day of SEPT., 1925.

J.J.GILL

MATTIE GILL

V.W.GONCE

ESTELLE M.GONCE

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, W. B.PAUL, a Notary Public in and for said County and State, the within-named J.J.GILL , MATTIE GILL, V. W.GONCE & ESTELLE M.GONCE, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And MATTIE GILL AND ESTELLE M.GONCE, wi VES of the said J.J.GILL & V. W.GONCE, RESPECTIVELY having appeared before me privately and apart from THEIR husband S, the said MATTIE GILL & ESTELLE M.GONCE, 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 30TH day of SEPT., 1925

My commission expires on the 1 day of FEBY., 1927 (SEAL) W. B.PAUL, 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 , wi 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