NUMBER 82971 N.B.HAYS SR. ET UX TO ROOSEVELT WORD ET UX, RECORDED DEC.21,1925

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of THREE HUNDRED FIFTY ($350.00) DOLLARS of which SEVENTY-FIVE ($75.00) DOLLARS has been paid in cash by ROOSEVELT WORD, AND WIFE, ROSA WORD, the receipt of which is hereby acknowledged, and for the remainder OF TWO HUNDRED SEVENTY FIVE ($275.00) DOLLARS the said ROOSEVELT WORD, AND WIFE ROSA WORD HAVE EXECUTED THEIR THIRTY FOUR (34) JOINT PROMISSORY NOTES OF EVEN DATE HEREWITH PAYABLE TO THE ORDER OF N.B.HAYS, SR., THE FIRST THIRTY THREE (33) OF SAID NOTES ARE FOR THE SUM OF EIGHT ($8.00) DOLLARS EACH., AND THE THIRTY FOURTH AND LAST NOTES IS FOR THE SUM OF ELEVEN ($11.00) DOLLARS, THE FIRST OF SAID NOTES IS DUE ONE MONTH FROM DATE AND ONE EACH MONTH THEREAFTER UNTIL ALL ARE DUE AND PAYABLE.

The entire debt secured herein, having been paid in full, the herein named owner and holder, thereof, hereby releases the lien on the within described property, held to secure the payment of said debt. This 3rd day of Dec. 1925
Witness: L.A. Johnson
Davidson Register

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, N.B.HAYS, SR., AND WIFE HATTIE M.HAYS

have this day bargained and sold, and do hereby transfer and convey unto the said ROOSEVELT WORD, AND WIFE, ROSA WORD, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: BEING LOT NO.2 IN THE PLAN OF A SUBDIVISION OF LOT NO.3 OF THE HARDING LYTLE TRACT, A PLAN OF WHICH IS OF RECORD IN BOOK NO.547 PAGE 72 OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. SAID LOT NO. 2 FRONTS 50 FEET ON THE SOUTH SIDE OF ALBION STREET AND RUNS BACK BETWEEN PARALLEL LINES 151.6 FEET TO AN ALLEY.

Received for Record this 2nd day of Dec. 1925 at 12:56 P.M. and recorded in Book 6 ... page ... of Deed Records
Attest: L.A. Johnson Register

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said ROOSEVELT WORD, AND WIFE, ROSA WORD, 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 ROOSEVELT WORD, AND WIFE, ROSA WORD, 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 ROOSEVELT WORD, AND WIFE ROSA WORD, do hereby transfer and convey unto C.A.JOHNSON, 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 ROOSEVELT WORD, AND WIFE ROSA WORD, 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 ROOSEVELT WORD, AND WIFE, ROSA WORD, 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 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 US OR OUR LEGAL REPRESENTATIVES 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 C.A.JOHNSON, 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 N.B.HAYS, SR., AND WIFE, HATTIE M.HAYS, and ROOSEVELT WORD, AND WIFE, ROSA WORD, hereunto set our hands at NASHVILLE, Tennessee, this the 18TH day of NOVEMBER, 1925

N.B.HAYS, SR.
HATTIE M.HAYS
ROOSEVELT WORD
ROSA WORD

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, AMOS L.EDWARDS, a Notary Public in and for said County and State, the within-named N.B.HAYS, SR., AND WIFE, HATTIE M.HAYS; ROOSEVELT WORD, AND WIFE, ROSA WORD,

the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And HATTIE M.HAYS, AND ROSA WORD, WIVES of the said N.B.HAYS, SR., AND ROOSEVELT WORD,

having appeared before me privately and apart from THEIR husband S, the said HATTIE M.HAYS AND ROSA WORD 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 19TH day of NOVEMBER, 1925
My commission expires on the 7TH day of JAN., 1928 (Seal) Amos L. Edwards, 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 , wife 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

U.S.R.$8.50
REC'D. DEC.2,1925 AT 12:56P.M.