NUMBER 64963 CHAS. M.PRESTON ET UX TO JOSEPH A, CARNEY ET UX,RECORDED FEB. 16,1926

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ($5,950.00)FIVE THOUSAND NINE HUNDRED FIFTY AND NO/100 DOLLARS of which THREE HUNDRED AND NO/100 ($300.00) DOLLARS has been paid in cash by JOSEPH A. CARNEY ET UX ,HARRIETTE GRAHAM CARNEY, the receipt of which is hereby acknowledged, and ~~for the remainder~~ GRANTEES ASSUME AND AGREE TO PAY ~~DOLLARS the said~~ THIRTY-TWO HUNDRED ($3,200.00) DOLLARS SECURED BY DEED OF TRUST TO R. W.MCLEMORE ,TRUSTEE,DATED JULY 1,1925, RECORDED IN BOOK 650 PAGE 185 OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENNESSEE, AND FOR THE REMAINDER OF TWO THOUSAND FOUR HUNDRED FIFTY ($2,450.00) DOLLARS, THE SAID JOSEPH A.CARNEY ET UX,HARRIETTE GRAHAM CARNEY,HAVE EXECUTED THEIR 70 PROMISSORY NOTES,OF EVEN DATE HEREWITH,IN THE SUM OF THIRTY FIVE ($35.00) DOLLARS,, EACH, ALL OF SAID NOTES BEING PAYABLE TO THE ORDER OF CHAS.M.PRESTON,AND THE FIRST NOTE BEING DUE AND PAYABLE ON THE 20TH DAY OF FEBRUARY,1926 AND ONE NOTE IS DUE AND PAYABLE ON OR BEFORE THE 20TH.DAY OF EACH SUCCEEDING MONTH THEREAFTER UNTIL ALL OF SAID NOTES SHALL HAVE BEEN PAID IN FULL,

Received for Record this 1st day of Feb. 1926 at 11:43 A.M. and duly recorded in Book 674 page 373 Register's Office for Davidson County, Tenn. By Walter C. Bass Deputy Register

Let us Note: Said Note of even date, and interlineation of 30 & 70 on line

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,CHARLES M.PRESTON AND WIFE LENA PRESTON

have this day bargained and sold, and do hereby transfer and convey unto the said JOSEPH A. CARNEY AND WIFE, HARRIETTE GRAHAM CARNEY, HIS OR HER ,THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: BEING PART OF LOT NO.10 OF BLOCK "G" ON THE PLAN OF EASTWOOD ADDITION,AS OF RECORD IN BOOK NO.352 PAGE 63,OF THE R.O.D.C.,TENNESSEE.

SAID PART OF SAID LOT No.10 FRONTS FIFTY FEET ON THE NORTHERLY SIDE OF MAXWELL AVENUE, AND RUNS BACK,BETWEEN PARALLEL LINES,150 FEET,MORE OR LESS,TO A POINT,61 & FEET SOUTHERLY FROM THE SOUTHERLY MARGIN OF AN ALLEY.AND IS PART OF THE SAME PROPERTY CONVEYED IN BOOK 649, PAGE 118, OF THE R.O.D.C.,TENN.,AND BEING THE SAME PROPERTY REFERRED TO IN THE INSTRUMENT,AS THEREIN ~~CORRECT~~ CORRECTED,RECORDED IN BOOK 674, PAGE 663.

PURCHASERS ASSUME AND AGREE TO PAY ALL TAXES FOR YEAR 1926.

Received ($3.00) Dollars, exemption fee, and interest thereon at 6% from date hereof, and hereby release the lien retained upon the within described property, paid to secure the payment of said note. This 1st day of Feb. 1926. Banker's Security Trust Co By W.J.Bass Cashier

Let us Note: Said Note of even date, and interlineation of 30 & 70 on line

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JOSEPH A. CARNEY AND WIFE, HARRIETTE GRAHAM CARNEY,HIS OR HER, THEIR 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 HEREIN SET OUT,WHICH IS ASSUMED BY THE GRANTEES WE further covenant and bind OURSELVES,OUR heirs and representatives, to warrant and forever defend the title to said real estate to said JOSEPH A.CARNEY AND WIFE HARRIETTE GRAHAM CARNEY,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 JOSEPH A. CARNEY AND WIFE,HARRIETTE GRAHAM CARNEY do hereby transfer and convey unto WILEY C.WILSON , 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 JOSEPH A. CARNEY AND WIFE,HARRIETTE GRAHAM CARNEY , 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 $ 6,000.00 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 JOSEPH A. CARNEY AND WIFE,HARRIETTE GRAHAM CARNEY , 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~~ 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 90 DAYS AFTER 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 ORDER OF US,EITHER OF US, 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 WILEY C.WILSON , 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 CHARLES M.PRESTON AND WIFE, LENA PRESTON and JOSEPH A. CARNEY AND WIFE HARRIETTE GRAHAM CARNEY , hereunto set our hands at NASHVILLE , Tennessee, this the 20TH day of JANUARY, , 1926

CHAS.M.PRESTON
LENA PRESTON
JOSEPH A. CARNEY
HARRIETTE GRAHAM CARNEY

STATE OF TENNESSEE, DAVIDSON COUNTY:

Personally appeared before me, W.L.SCOTT , a Notary Public in and for said County and State, the within-named JOSEPH A. CARNEY AND WIFE ,HARRIETTE GRAHAM CARNEY , the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained

And HARRIETTE GRAHAM CARNEY , wife of the said JOSEPH A.CARNEY having appeared before me privately and apart from HER husband , the said HARRIETTE GRAHAM CARNEY , 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 JANUARY , 1926

My commission expires on the 6TH day of APRIL, 1929 (SEAL) W.L.SCOTT , Notary Public

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY:

Personally appeared before me, G. A.MYERS , a Notary Public in and for said County and State, the within-named CHARLES M.PRESTON AND WIFE, LENA PRESTON AND JOSEPH A. CARNEY AND WIFE, HARRIETTE GRAHAM CARNEY

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

And LENA PRESTON AND HARIETTE GRAHAM CARNEY / CHARLES M.PRESTON AND JOSEPH A. CARNEY , wiVES of the said GRAHAM CARNEY having appeared before me privately and apart from THEIR husband S , the said LENA PRESTON AND HARRIETTE , 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 20 th day of JANUARY , 1926

My commission expires on the 4 day of APRIL , 1927 (SEAL) G. A.MYERS , Notary Public

U.S.R.S. $3.00

REC'D. FEB.3,1926 AT 11:43 A.M.