NUMBER 82800 RXE RECORDED DEC 10,1925 W.D. WILLIAMS TO M.E. TEASLEY,ET UX

# INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of $3800.00 THIRTY EIGHT HUNDRED ---------- DOLLARS of which $300.00 ---------- DOLLARS has been paid in cash by M.E. TEASLEY AND WIFE MARIE TEASLEY, the receipt of which is hereby acknowledged, and for the remainder $3500.00 THIRTY-FIVE HUNDRED ---- DOLLARS, the said M.E. TEASLEY AND WIFE,MARIE TEASLEY ha VE EXR ASSUMED AND AGREE TO PAY A LOAN OF TWO THOUSAND ($2000.00) DOLLARS,MADE PAYABLE THE THE CENTRAL TRUST COMPANY,OF NASHVILLE, TENNESSEE,DATED OCTOBER 1,1925,PAYABLE AS FOLLOWS:

$100.00 ON THE FIRST DAY OF OCTOBER,1926.
$100.00 ON THE FIRST DAY OF OCTOBER,1927.
$100.00 ON THE FIRST DAY OF OCTOBER,1928.
$100.00 ON THEFIRST DAY OF OCTOBER,1929.
$1600.00 ON THE FIRST DAY OF OCTOBER,1930.

WITH INTEREST AT THE RATE OF 6% PER ANNUM,PAYABLE SEMI-ANNUALLY, ON THE FIRST DAY OF OCTOBER AND APRIL OF EACH YEAR UNTIL SAID DEBT SHALL BE PAID IN FULL.

SAID M.E. TEASLEY AND WIFE, MARIE TEASLEY ,HAVE EXECUTED AND DELIVERED THEIR SIXTY (60) PROMISSORY NOTES OF EVEN DATE,HEREWITH,PAYABLE TO THE ORDER OF R.B. WILLIAMS,THE FIRST ONE OF SAID NOTES BECOMES DUE AND PAYABLE XE ON OR BEFORE THE 1ST. OF DECEMBER 1925,AND ONE ON OR BEFORE THE FIRST DAY OF EACH MONTH THEREAFTER UNTIL ALL OF SAID NOTES ARE PA IN FULL.EACH NOTE AMOUNTS TO $25.00 WITH 6% INTEREST

The entire debt secured herein having been paid in full we hereby release the lien of this trust deed. This 22nd day of Dec. 1925. R.B. Williams Trustee. Deputy Register.

all of said notes bearing six per cent interest from date, and providing for payments 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, W.D. WILLIAMS, AN UNMARRIED MAN have this day bargained and sold, and do hereby transfer and convey unto the said M.E. TEASLEY AND MARIE TEASLEY THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO.12 IN CRUTCHER BROS., PLAN OF RECORD IN BOOK NO.161, PAGE 153 OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENNESSEE.

SAID LOT NO.12 FRONTS 50 FEET ON THE EASTERLY SIDE OF MERIDAN STREET AND RUNS BACK BETWEEN PARALLEL LINES,150 FEET,MORE OR LESS TO AN ALLEY 12 FEET WIDE.

AND BEING THE SAME PROPERTY CONVEYED TO W.D. WILLIAMS, HIS HEIRS AND ASSIGNS BY DEED OF RECORD IN BOOK NO.675,PAGE 775,R.O.D.C. TENNESSEE.

The entire debt secured herein having been paid in full we hereby release the lien of this trust deed. This ---- day of ---- 192-. ---- Deputy Register.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said M.E. TEASLEY AND WIFE, MARIE TEASLEY, 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.

I further covenant and bind MYSELF,MY heirs and representatives, to warrant and forever defend the title to said real estate to said M.E. TEASLEY AND WIFE, MARIE TEASLEY, 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 ME in hand paid, WE the said M.E. TEASLEY AND WIFE MARIE TEASLEY E.P.WILSON do hereby transfer and convey unto ----------, 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 M.E. TEASLEY AND WIFE,MARIE TEASLEY, 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 agrees 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 M.E. TEASLEY AND WIFE MARIE TEASLEY, 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 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 THE SAID M.E. TEASLEY AND WIFE MARIE TEASLEY 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 ----, 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 W.D. WILLIAMS,AN UNMARRIED MAN, and M.E. TEASLEY AND WIFE, MARIE TEASLEY, hereunto set our hands at NASHVILLE, Tennessee, this the ---- DAY OF 28,NOVEMBER, 1925.

M.E. TEASLEY
MRS. MARIE TEASLEY
W.D. WILLIAMS

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC
STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, JOHN D.WILSON, a Notary Public in and for said County and State, the within-named W.D. WILLIAMS,AN UNMARRIED MAN, AND M.E. BEASLEY AND WIFE,MARIE TEASLEY the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And MARIE TEASLEY,WIFE, wi of the said M.E. TEASLEY having appeared before me privately and apart from HER husband, the said MARIE TEASLEY, 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 28, Tennessee, this 28 day of NOVEMBER, 1925.
My commission expires on the 6 day of OCT, 1928. (SEAL) JOHN D.WILSON, 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-. ----, Notary Public.
My commission expires on the ---- day of ----, 192-.

U.S.R.S. $2.00

REC'D NOV 30,1925 AT 8:50 A.M.