# INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of TWENTY EIGHT HUNDRED AND TWENTY FIVE ($2825.00) DOLLARS of which SIX HUNDRED AND FIFTY ($650.00) DOLLARS has been paid in cash by O.F.SIMPSON AND WIFE OVA ELLEN SIMPSON the receipt of which is hereby acknowledged, and for the remainder ($2175.00) TWENTY ONE HUNDRED AND SEVENTY FIVE DOLLARS, the said O.F.SIMPSON AND WIFE OVA ELLEN SIMPSON has VE ASSUMED AND AGREED TO PAY A MORTGAGE NOTE IN THE SUM OF $1000.00 B BEARING DATE OF SEPTEMBER 25, 1925, AND DUE THREE YEARS AFTER E DATE WITH INTEREST AT THE RATE OF SIX PER CENT PER ANNUM, PAYABLE SEMI-ANNUALLY, SAID NOTE BEING FULLY DESCRIBED IN DEED OF TRUST EXECUTED BY BAXTER CATO TO D.P.WRENNE,JR. TRUSTEE BEARING DATE OF SEPTEMBER 25,1925, AND OF RECORD IN BOOK NO._____,PAGE_____, REGISTER'S OFFICE OF DAVIDSON COUNTY,TENNESSEE;AND THE SAID O. F.SIMPSON AND WIFE OVA ELLEN SIMPSON OF DAVIDSON COUNTY,TENNESSEE;AND THE SAID O. F.SIMPSON AND WIFE OVA ELLEN SIMPSON HAVE EXECUTED THEIR FORTY-SEVEN (47) PROMISSORY MONTHLY NOTES IN THE SUM OF TWENTY FIVE ($25.00) DOLLARS EACH,BEARING DATE OF SEPTEMBER 25, 1925, AND PAYABLE TO THE ORDER OF BAXTER CATO.THE FIRST ONE OF SAID NOTES IS DUE AND PAYABLE ON OR BEFORE OCTOBER 25, 1925, AND THE OTHERS ONE ON OR BEFORE THE 25TH DAY OF EACH SUCCEEDING MONTH THEREAFTER.

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, I, BAXTER CATO, A WIDOWER have this day bargained and sold, and do hereby transfer and convey unto the said O.F.SIMPSON AND WIFE OVA ELLEN XMPSON SIMPSON THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO. SIXTEEN (16) IN D. T.MCGAVOCK'S PLAN B AS RECORDED IN PLAN BOOK NO.21,PAGE 64, REGISTER'S OFFICE OF DAVIDSON COUNTY,TENNESSEE.SAID LOT NO. SIXTEEN (16) FRONTS SIXTY (60) FEET ON THE EASTERLY SIDE OF FIFTH AVENUE,NORTH, FORMERLY SUMMERSTREET,ANDRUNS BACK WITH THE NORTHERLY SIDE OF COFFEE STREET 160½ B FEET TO AN ALLEY,AND BEING THE SAME PROPERTY WHICH WAS CONVEYED TO BAX_TER CATO AND WIFE INEZ CATO BY WARRANTY DEED FROM JAMES C.MORELOCK AND WIFE MAYMIE S.MORELOCK, SAID DEED BEARING DATE OF FEBRUARX FEBRUARY 11,1924, AND OF RECORD IN BOOK NO.626, PAGE 747, REGISTER'S OFFICE OF DAVIDSON COUNTY,TENNESSEE.THE SAID INEZ CATO DIED IN NASHVILLE DAVIDSON COUNTY,TENNESSEE,ON XNE JUNE 12,1925.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said O.F.SIMPSON AND WIFE OVA ELLEN SIMPSON, THEIR heirs and assigns, forever, I covenant that I AM 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 O. F.SIMPSON AND WIFE OVA ELLEN SIMPSON 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 O. F. SIMPSON AND WIFE OVA ELLEN SIMPSON do hereby transfer and convey unto S.J. GILLEN, 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 O. F.SIMPSON AND WIFEOVA ELLEN SIMPSON, 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 $ 2100.00 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 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 O. F.SIMPSON AND WIFE OVA ELLEN SIMPSON 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 WITHIN NINETY DAYS THEREAFTER 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 O. F.SIMPSON AND WIFE OVA ELLEN SIMPSON,THEIR 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 S.J.GILLEN 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 BAXTER CATO, A WIDOWER, and O. F.SIMPSON AND WIFE OVA ELLEN E SIMPSON hereunto set our hands at NASHVILLE, Tennessee, this the 25TH SEPTEMBER 1925

BAXTER CATO
O. F.SIMPSON
OVA ELLEN SIMPSON

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, C. B.TUCKER, a Notary Public in and for said County and State, the within-named BAXTER CATO, A WIDOWER, X AND O. F.IM SIMPSON AND WIFE OVA ELLEN SIMPSON the bargainor-S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And OVA ELLEN SIMPSON wi FE of the said O. F.SIMPSON having appeared before me privately and apart from HER husband, the said OVA ELLEN SIMPSON, 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 25TH day of SEPTEMBER, 1925

My commission expires on the 1 day of JAN. 1927 (SEAL) C. B.TUCKER, 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.

U.S.R.$2.00
REC'D.DEC.8,1925 AT 9:30 A.M.