INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of $2400.00 TWO THOUSAND FOUR HUNDRED 00/100 DOLLARS of which THIRTY SIX AND 55/100 DOLLARS has been paid in cash by GEO. D.KRONK KRONK AND WIFE,MATTIE LEE KRONK, the receipt of which is hereby acknowledged, and for the remainder $2363.45/100 TWO THOUSAND THREE HUNDRED SIXTY THREE AND 45/100 DOLLARS, the GEO. D.KRONK AND WIFE MATTIE LEE KRONK have E ASSUMED AND AGREE TO PAY A LOAN OF EIGHT HUNDRED $800.00 SIGNED BY A. C.WEBB AND ENDORSED BY HIM AND DATED FEB.11TH,1925 IN FAVOR OF R. W.BRATTON TRUSTEE A TRUST DEED TO R. W.BRATTON, TRUSTEE DESCRIBING FULLY THE TERMS AND EX CONDITIONS OF SAID LOAN IS OF RECORD IN BOOK NO.661,PAGE 99, R.O.D.C. FOR THE RESIDUE THE SAID GEO. D.KRONK AND WIFE MATTIE LEE KRONK HAVE EXECUTED THEIR 24 MONTHLY PAYMENT NOTES DATED SEPT. 22,1925 FOR $36.55/100 DOLLARS EACH THE FIRST NOTE FALLING DUE NOV. 1ST,1925 AND A ONE ON THE FIRST OF EACH MONTH THEREAFTER UNTIL ALL ARE PAID.INTEREST ON LOAN AND DEFERRED PAYMENTS INCLUDED,

MATURITY

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. WE, A. C.WEBB AND WIFE ELLEN H.WEBB have this day bargained and sold, and do hereby transfer and convey unto the said GEO. D.KRONK AND WIFE MATTIE LEE KRONK, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LOT NO.32 IN THE BENEDICT LAND COMPANY'S SUBDIVISION TO NASHVILLEAS OF RECORD IN PLAN BOOK NO.532,PAGE 40, R.O.D.C.

SAID LOT NO.32 FRONTS 50 FEET ON THE WESTERLY SIDE OF STOCKELL STREET AND R EXTENS BACK BETWEEN PARALLEL LINES 179½ FEET MORE OR LESS TOAN ALLEY.

WHE SAID GEO. D.KRONK AND WIFE,MATTIE LEE KRONK ASSUME AND AGREE TO PAY THE STATE AND COUNTY TAXES FOR THE YEAR 1925 AND WE AGREE TO PAY THE CITY TAXES FOR THE SAME YEAR THEY BEING NOW ASSESSED TO US A. C.WEBB AND WIFE, ELLEN H.WEBB

I declare that I am the true and lawful holder of the claim secured by the instrument with... recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full. This ... day of ..., 192...

Attest: ...

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said GEO. D.KRONK AND WIFE MATTIE LEE KRONK 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 HERETOFORE MENTIONED. WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said GEO. D.KRONK AND WIFE, MATTIE LEE KRONK 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 ... in hand paid, WE, the said GEO. D.KRONK AND WIFE MATTIE LEE KRONK do hereby transfer and convey unto H.A.WEBB, 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 GEO. D.KRONK AND WIFE MATTIE LEE KRONK, 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 $1500.00 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 GEO. D.KRONK AND MATTIE LEE KRONK 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 GEO. D.KRONK AND MATTIE LEE KRONK 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 H.A.WEBB 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 A. C.WEBB AND WIFE ELLEN H.WEBB and GEO. D.KRONK AND WIFE MATTIE LEE KRONK, hereunto set our hands at NASHVILLE, Tennessee, this the 12 DAY OF SEPTEMBER, 1925.

A.C.WEBB
ELLEN H.WEBB
GEO.D.KRONK
MATTIE LEE KRONK

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, J.A.SHARPE, a Notary Public in and for said County and State, the within-named A. C.WEBB & WIFE ELLEN H. WEBB, & GEO. D.KRONK & WIFE,MATTIE LEE KRONK the bargainorS with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And ELLEN H.WEBB MATTIE LEE KRONK wiVES of the said A.C.WEBB & GEO. D.KRONK having appeared before me privately and apart from THEIR husbandS, the said ELLEN H.WEBB AND MATTIE LEE KRONK, acknowledged the execution of the said instrument to have been done by THEM freely, voluntarily, and understandingly, without compulsion or constraint from THEIR said husbandS, and for the purposes therein expressed.

Witness my hand and official seal at NASHVILLE, Tennessee, this 26TH day of OCT., 1925.

My commission expires on the 2ND day of JAN., 1927 (SEAL) J.A.SHARPE, 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. MCH. 1ST,1926 AT 9:21 A.M.