NUMBER 88069, RECORDED APRIL 30, 1926, CHAS. M. PRESTON TO CARRIE GREEN ET UX

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ONE THOUSAND ($1000.00) DOLLARS of which FIFTY ($50.00) DOLLARS has been paid in cash by KITTIE GREEN & CARRIE GREEN, the receipt of which is hereby acknowledged, and for the remainder NINE HUNDRED & FIFTY ($950.00) DOLLARS, the said KITTIE GREEN & CARRIE GREEN ha VE EXECUTED THEIR 64 PROMISSORY NOTES OF EVEN DATE HEREWITH PAYABLE TO THE ORDER OF CHARLES M. PRESTON, THE PRINCIPAL OF THE FIRST 63 OF SAID SERIES OF NOTES IS FIFTEEN DOLLARS EACH, THE PRINCIPAL OF THE 64TH, NOTE IS FIVE DOLLARS. THE INTEREST HAS BEEN ADDED TO THE FACE OF ALL OF SAID SERIES OF NOTES MAKING IN THE FIRST NOTE $19.75 WHICH IS DUE ANDPAYABLE FEBRUARY 1ST, 1923, THE BALANCE OF THE FIRST 63 OF SAID NOTES ARE FOR AN AMOUNT SEVEN CENTS LESS EACH SUCCESSIVELY EXCEPT THE 64TH AND LAST NOTE WHICH IS FOR $5.00 THE FIRST ONE OF SAID SERIES OF NOTES IS DUE AND PAYABLE FEBRUARY 1ST, 1923, AND THEN ONE ON THE FIRST DAY OF EACH SUCCEEDING MONTH UNTIL ALL HAVE BEEN PAID

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 KITTIE GREEN & CARRIE GREEN THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

PARTS OF LOTS NOS. 446 AND 444 ON THE NORTH NASHVILLE REAL ESTATE COMPANY'S PLAN OF LOTS AS OF RECORD IN BOOK NO. 21, PAGE 105, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, DESCRIBED AS FOLLOWS: BEGINNING ON THE WESTERLY MARGIN OF SIXTH AVENUE NORTH FORMERLY HIGH STREET 25 FEET NORTH OF THE NORTH WEST CORNER OF SIXTH AVENUE NORTH FORMERLY HIGH STREET AND AN ALLEY THENCE WITH THE WESTERLY MARGIN OF SAID AVENUE NORTHWARDLY 37½ FEET; THENCE WESTWARDLY IN A STRAIGHT LINE 127½ FEET MORE OR LESS, TO A POINT ON THE EASTERLY MARGIN OF AN ALLEY; THENCE WITH THE EASTERLY MARGIN OF SAID ALLEY, SOUTHERLY 26 FEET MORE OR LESS TO A POINT 25 FEET NORTH OF THE FIRST MENTIONED ALLEY; THENCE EASTERLY AND PARALLEL WITH THE FIRST MENTIONED ALLEY 137 FEET MORE OR LESS TO THE BEGINNING.

Filed 43 Notes same date herewith for $1000.00 each as described herein, having been paid in full, W.P. Doyle, Trustee, the lawful owner and holder of said notes, hereby releases the lien retained upon the within described property, paid by reason the payment of said notes. This 2 day of July, 1927.
By W.P. Doyle
Attest:
Deputy Register

Waived & Released by W.P. Doyle Trustee

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said KITTIE GREEN & CARRIE GREEN, 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.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said KITTIE GREEN & CARRIE GREEN, 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 KITTIE GREEN AND HUSBAND DEE GREEN AND CARRIE AN UNMARRIED WOMAN do hereby transfer and convey unto W.P. DOYLE, 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 KITTIE GREEN AND HUSBAND DEE GREEN AND CARRIE GREEN, 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 $ 800.00 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 KITTIE GREEN & HUSBAND DEE GREEN & CARRIE GREEN, 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 TO KITTIE GREEN & CARRIE GREEN, 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 W.P. DOYLE, 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 KITTIE GREEN & HUSBAND DEE GREEN AND CARRIE GREEN and CHARLES M. PRESTON & WIFE LENA PRESTON hereunto set our hands at NASHVILLE Tennessee, this the 2ND DAY OF JANUARY, 1923.

CHARLES M. PRESTON
LENA PRESTON
KITTIE GREEN, DEE GREEN
CARRIE GREEN.

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, E.C. DOYLE, a Notary Public in and for said County and State, the within-named CHARLES M. PRESTON & WIFE LENA PRESTON DEE GREEN AND WIFE KITTIE GREEN AND CARRIE GREEN AN UNMARRIED WOMAN the bargainors, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And LENA PRESTON AND KITTIE GREEN, wives of the said CHARLES M. PRESTON AND DEE GREEN RESPECTIVELY having appeared before me privately and apart from THEIR husbands, the said CHARLES M. PRESTON & DEE GREEN, 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 2 day of JANUARY, 1923.
My commission expires on the ____ day of ____, 192__ (SEAL) E.C. DOYLE, 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.S. $1.00
REC'D APRIL 22, 1926 AT 3:05 P.M.