NUMBER 90544 RECORDED AUG 1926 LURTON GOODPASTURE,TR,ET UX TO FOSTER N MOSS,ET AL

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of FORTY-FIVE HUNDRED ($4500.00) DOLLARS of which THREE HUNDRED AND FIFTY ($350.00) DOLLARS has been paid in cash by FOSTER N.MOSS AND ELLA FLOIS MOSS, the receipt of which is hereby acknowledged, and for the remainder TWENTY-TWO HUNDRED AND FIFTY ($2250.00) DOLLARS, the said FOSTER N.MOSS AND ELLA FLOIS MOSS ha WE EXECUTED 111 (ONE HUNDRED AND ELEVEN) PROMISSORY NOTES OF EVEN DATE HEREWITH, PAYABLE "TO OURSELVES", AND ENDORSED BY US,EACH IN THE SUM OF TWENTY DOLLARS ($20.00),BEARING INTEREST AT 6% THE FIRST OF SAID NOTES BEING DUE JULY 10,1926, AND THE OTHERS DUE MONTHLY CONSECUTIVELY THEREAFTER, AND ONE NOTE, BEING THE LAST NOTE, IS IN THE SUM OF THIRTY DOLLARS ($30.00),AND THE ASSUMPTION BY THE SAID FOSTER N.MOSS AND ELLA FLOIS MOSS OF A MORTGAGED INDEBTEDNESS AGAINST THE LAND CONVEYED HEREIN IN FAVOR OF THE CENTRAL TRUST CO. OF RECORD IN BOOK 650, PAGE 170 R.O.D.C. TENNESSEE, IN THE SUM OF NINETEEN HUNDRED DOLLARS ($1900.00) AND THE INTEREST THEREON AS SET OUT IN SAID MORTGAGE,TAXES FOR 1926, AND INSURANCE ON PROPERTY TO BE PRO RATED.

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,LURTON GOODPASTURE,TRUSTEE AND INDIVIDUALLY AND WIFE, IONE B. GOODPASTURE have this day bargained and sold, and do hereby transfer and convey unto the said FOSTER N.MOSS AND ELLA FLOIS MOSS,THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE EASTERLY HALF OF LOT NO.3 IN SHARPE & HORN'S 4TH ADDITION TO THE CITY OF NASHVILLE, A PLAN OF WHICH IS OF RECORD IN BOOK NO.161, PAGE 172, REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENNESSEE.SAID EASTERLY HALF OF LOT NO.3 FRONTS 50 FEET ON THE NORTHERLY SIDE OF DOUGLAS AVENUE (FORMERLY HINTON STREET), AND RUNS BACK BETWEEN PARALLEL LINES 170 FEET TO AN ALLEY 15 FEET WIDE. BEING THE SAME PROPERTY CONVEYED TO BY DEED OF J.D. BREWER AND WIFE, ELIZABETH BREWER TO N.N.NICHOLSON,TRUSTEE;SAID DEED BEING RECORDED IN R.O.D.C. TENNESSEE, BOOK 675,PAGE 150. AND BEING THE SAME PROPERTY CONVEYED TO LURTON GOODPASTURE TRUSTEE,BY DEED OF E.T. HORN AND WIFE DATED MAY 10TH,1926,OF RECORD IN BOOK NO.699, PAGE 433 OF THE REGISTER'S OFFICE OF DAVIDSON COUNTY,TENNESSEE,TO WHICH REFERENCE IS MADE.

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

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said FOSTER N.MOSS AND ELLA FLOIS MOSS, 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 A MORTGAGE OF TWO THOUSAND DOLLARS AS RECITED ON FACE HEREOF. WE further covenant and bind OURSELVES,OUR heirs and representatives, to warrant and forever defend the title to said real estate to said FOSTER N.MOSS AND ELLA FLOIS MOSS, 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 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 FOSTER N.MOSS AND ELLA FLOIS MOSS ... and convey unto E.P. 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 FOSTER N.MOSS AND ELLA FLOIS MOSS, 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 $ 3500.00 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 FOSTER N.MOSS AND ELLA FLOIS MOSS, 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.

2nd. 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 FOSTER N.MOSS AND ELLA FLOIS MOSS,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 E.P.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 relaion to his trusteeship.

In Witness Whereof, We, the said FOSTER N.MOSS and ELLA FLOIS MOSS, hereunto set our hands at NASHVILLE, Tennessee, this the 10 JUNE, 1926.

LURTON GOODPASTURE TRUSTEE
LURTON GOODPASTURE
IONE B. GOODPASTURE
FOSTER N.MOSS ELLA FLOIS MOSS

ACKNOWLEDGEMENT BEFORE NOTARY PUBLIC.
STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, JOHN U.WILSON, a Notary Public in and for said County and State, the within-named LURTON GOODPASTURE,TRUSTEE AND INDIVIDUALLY AND IONE B. GOODPASTURE FOSTER N. MOSS AND ELLA FLOIS MOSS the bargainors, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And IONE B. GOODPASTURE & ELLA FLOIS MOSS, wi YES of the said LURTON GOODPASTER AND FOSTER N.MOSS having appeared before me privately and apart from THEIR husbands, the said IONE B. GOODPASTURE, 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 22 day of JUNE,1926., 192...
My commission expires on the 6 day of OCT, 192 8. (SEAL) JOHN U.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...
My commission expires on the ... day of ..., 192... ... Notary Public.

REC'D JUNE 23,1926 AT 10:55 A.M.