R.F.MCMANUS. ET UX. TO JAMES T.MCCORD. ET AL.

INSTALLMENT DEED ($4,800.00)

FOR AND IN CONSIDERATION of the sum of FOUR THOUSAND FIVE HUNDRED & NO/100 THS. / DOLLARS of which FOUR HUNDRED & NO/100 THS.($400.00) DOLLARS has been paid in cash by JAMES T.MCCORD AND LOGAN MCCORD. the receipt of which is hereby acknowledged, and for the remainder (4100.00) FOUR THOUSAND ONE HUNDRED & NO/100THS DOLLARS, the said JAMES T.MCCORD AND LOGAN MCCORD ha WE ASSUMED AND AGREE TO PAY A NOTE IN THE SUM OF TWO THOUSAND & NO/100THS. ($2000.00) DOLLARS. DATED SEPTEMBER 29,1923 ,DUE THREE YEARS AFTER DATE ,TOGETHER WITH 6% INTEREST ,FROM DATE HEREOF ,INTEREST PAYABLE SEMI -ANNUALLY FROM DATE OF NOTE ,SAID NOTE AND INTEREST SECURED BY DEED OF TRUST TO J.C.CARTWRIGHT ,TRUSTEE,AND RECORDED IN BOOK NO.614 ,PAGE 609, REGISTERS OFFICE FOR DAVIDSON COUNTY,TENNESSEE, FOR THE REMAINDER OF TWO THOUSAND ONE HUNDRED & NO/100 THS. ($2,100.00) DOLLARS THE SAID JAMES T.MCCORD AND LOGAN MCCORD HAVE EXECUTED AND DELIVERED THEIR FIFTY- THREE (53) JOINT PROMISSORY NOTES ,OF EVEN DATE HEREWITH,PAYABLE TO THE ORDER OF R.F.MCMANUS .THE FIRST FIFTY-TWO OF SAID NOTES ARE IN THE SUM OF FORTY & NO/100THS. ($ 40.00) DOLLARS EACH,AND THE FIFTY -THIRD OR LAST NOTE IS IN THE SUM OF TWENTY & NO/100 THS ($20.00) DOLLARS.ALL OF SAIDNOTES BEAR INTEREST AT 6% PER- ANNUM ,THE FIRST ONE FALLS DUE OCTOBER 2,1925 ,AND ONE MONTHLY AND CON SECUTIVELY THEREAFTER/UNTIL ALL OF SAID NOTES MATURE.

all of said notes bearing six per cent interest from date, and providing for payment 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, R.F.MCMANUS AND WIFE SADIE M.MCMANUS , have this day bargained and sold, and do hereby transfer and convey unto the said JAMES T.MCCORD AND LOGAN MCCORD THEIR heirs and assigns, certain real estate in Davidson Count Tennessee, as follows: BEING LOT NO.83 ON THE REVISION OF PART OF TREVECCA PLAN ,WHICH IS OF RECORD IN BOOK NO.421 ,PAGE 169 ,REGISTERS OFFICE FOR DAVIDSON COUBTY TENNESSEE.

SAID LOT NO.83 FRONTS 50 FEET ON THE NORTH SIDE OF MCCLURKIN AVENUE ,AND RUNS BACK 155 FEET IN A NORTHERLY DIRECTION BETWEEN PARALLEL LINES TO A 15 FOOT ALLEY .BEING THE SAME PROEPRTY CONVEYED TO R.F.MCMANUS ,BY DEED RECORDED IN BOOK NO.674 ,PAGE 95 & BOOK 672 ,PAGE 220. REGISTERS OFFCE FOR DAVIDSON COUNTY,TENNESSEE.

53 mtg. Rec'd & mailed 7/29/26

1925, WHICH ARE HEREBY ASSUMED BY PURCHASERS.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JAMES T.MCCORD AND LOGAN MCCORD THEIR heirs and assigns. WE covenant that WE ARE lawfully seized and possessed of said real estate in fee simple, have ... to convey it, and that the same is unincumbered.EXCEPT HEREINBEFORE MENTIONED ,AND TAXES FOR YEAR ... WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title ... to said JAMES T.MCCORD AND LOGAN MCCORD. THEIR heirs and assigns ... claims of all persons.

... purpose of better and more effectually securing the payment of said lien notes, and rendering unnecessary ... the enforcement of said lien in the event of the nonpayment of said notes as they mature, as hereinafter pro... consideration of One Dollar to US in hand paid US, the said JAMES T.MCCORD AND WIFE ... LOGAN MCCORD AND WIFE RUTH MCCORD. T.C.YOUNG Trustee, his successors and assigns, the real ... described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.

WE, the said JAMES T.MCCORD AND WIFE EMILY MCCORD AND LOGAN MCCORD AND WIFE RUTH MCCORD, 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 say 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 JAMES T.MCCORD AND WIFE EMILY MCCORD, AND LOGAN MCCORD AND WIFE RUTH MCCORD, 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 JAMES T.MCCORD AND LOGAN MCCORD. 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 T.C.YOUNG. 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 R.F.MCMANUS AND WIFE ,SADIE M.MCMANUS, JAMES T.MCCORD AND WIFE , and EMILY MCCORD AND LOGAN MCCORD AND WIFE RUTH MCCORD. hereunto set our hands at NASHVILLE, Tennessee, this the 2ND. DAY OF SEPTEMBER , 1925.

R.F.MCMANUS --- LOGAN G.MCCORD.
SADIE MCMANUS.--- RUTH MCCORD.
JAMES T.MCCORD.
EMILY MCCORD.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, LOUISE SOWELL, a Notary Public in and for said County and State, the within-named R.F.MCMANUS AND WIFE SADIE MCMANUS, JAMES T.MCCORD AND WIFE , EMILY MCCORD. AND LOGAN MCCORD AND WIFE RUTH MCCORD. the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And EMILY MCCORD AND RUTH MCCORD. wi VES of the said JAMES T.MCCORD AND LOGAN MCCORD. having appeared before me privately and apart from THEIR husband S, the said EMILY MCCORD AND RUTH MCCORD. acknowledged the execution of the said instrument to have been done by THEM freely, voluntarily, and understandingly, without compulsion or constraint from THEIR said husband S, and for the purposes therein expressed.

Witness my hand and official seal at NASHVILLE, Tennessee, this 3RD. day of SEPT. 1925.

My commission expires on the 7/1/28 day of ..... 192... (SEAL) LOUISE SOWELL, 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 ... 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...

U.S.R.S.$2.50

RECEIVED JULY 29TH 1926 AT 10-06 A.M.