HARRY MCEWEN/TO DEED JOHN TURNER ET UX.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of THIRTY THREE HUNDRED AND FIFTY ($3350.00) DOLLARS of which THREE HUNDRED ($300.00) DOLLARS has been paid in cash AND ITS EQUIVALENT BY JOHN TURNER AND MARY MYRTLE TURNER the receipt of which is hereby acknowledged, and for the remainder THREE THOUSAND AND FIFTY ($3050.00) DOLLARS, the said JOHN TURNER AND WIFE MARY MYRTLE ha WE ASSUMED A NOTE DATED DECEMBER 1.1925 ,IN THE SUM OF FIFTEEN HUNDRED DOLLARS ,DUE THREE YEARS FROM DATE ,WITH INTEREST AT 6% ,PAYABLE SEMI ANNUALLY ;AND FOR THE REMAINDER FIFTEEN HUNDRED AND FIFTY DOLLARS ,GRANTEES HAVE EXECUTED 62 JOINT PROMMISSORY NOTES PAYABLE TO THE ORDER OF HARRY MCEWEN ,OF EBEN DATE HEREWITH ,THE FIRST OF SAID NOTES WILL BE DUE OCTOBER 16, 1926. AND ONE ON THE 16TH DAY OF EACH MONTH THEREAFTER UNTIL ALL ARE PAID IN FULL.

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, HARRY MCEWEN AND WIFE JONNIE MCEWEN have this day bargained and sold, and do hereby transfer and convey unto the said JOHN TURNER AND WIFE MYRTLE TURNER THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: LOT NO.701 .BLOCK NO.33 ON THE PLAN OF THE CHARLOTTE PARK COMPANYS FIRST ADDITION TO NASHVILLE ,AS OF RECORD IN BOOK 57 ,PAGE 103 ,REGISTERS OFFICE OF DAVIDSON COUNTY TENNESSEE.SAID LOT NO.701 FRONTS 60 FEET ON THE NORTHERLY SIDE OF IDAHO AVENUE , FORMERLY FIFTH AVENUE ,AND RUNS BACK BETWEEN PARALLEL LINES WITH THE WESTERLY MARGIN OF 48TH AVENUE NORTH ,FORMERLY SEVENTH STREET, 150 FEET TO AN ALLEY ,AND BEING THE SAME PROPERTY CONVEYED TO HARRY MCEWEN BY DEED FROM HENRY GOODPASTURE ,TRUSTEE ,ET ALS, OF RECORD IN BOOK 682 ,PAGE 652 ,R.O.D.C. TENNESSEE.

GRANTEES ASSUME 1926 TAXES BOTH CITY AND STATE AND COUNTY.

I declare that I am the true and lawful holder of Mtg. L. & R. Book ... page ... recorded by the instrument within recorded, and hereby acknowledge the satisfaction there and discharge of the lien to secure the same. This ... day of ... 192...

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JOHN TURNER AND WIFE M.M.TURNER 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 STATED

WE further covenant and bind OURSELVES OUR heirs and representatives, to warrant and forever defend the title to said real estate to said JOHN TURNER AND WIFE M.M.TURNER 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 [illegible] for the enforcement of said lien in the event of the nonpayment of said notes as they mature, as hereinafter provided, for and in consideration of One Dollar to US in hand paid by WE, the said JOHN TURNER AND WIFE [illegible] and convey unto HENRY GOOD PASTURE 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 JOHN TURNER AND WIFE M.M.TURNER, 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 $ 2600.00 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 JOHN TURNER AND WIFE M.M.TURNER, 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 JOHN TURNER AND WIFE M.M.TURNER 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 HENRY GOODPASTURE, 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 HARRY MCEWEN AND WIFE JONNIE B. MCEWEN and JOHN TURNER AND WIFE M.M.TURNER, hereunto set our hands at NASHVILLE, Tennessee, this the 16TH DAY OF SEPTEMBER, 1926.

HARRY MCEWEN
JONNIE B.MCEWEN
JOHN TURNER
MARY MYRTLE TURNER.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, BRISCOE GRIFFITH, a Notary Public in and for said County and State, the within-named HARRY MCEWEN AND WIFE JONNIE B.MCEWEN AND JOHN TURNER AND WIFE MARY MYRTLE TURNER the bargainor.S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And JONNIE B.MCEWEN AND MARY MYRTLE TURNER, wi VES of the said HARRY MCEWEN AND JOHN TURNER having appeared before me privately and apart from THEIR husband.S, the said JONNIE B.MCEWEN AND MARY MYRTLE TURNER, 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 16TH day of SEPTEMBER, 1926.
My commission expires on the 1ST day of OCT. 1927. (SEAL) BRISCOE GRIFFITH, 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.

RECEIVED SEPT.18TH 1926. AT 11-11:-A.M.