327

NUMBER,,95929.....ROBERT LUSK, ET UX TO HENRY E .GOWINS,ET UX RECORDED DEC,16,1926.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of TWENTY SEVEN HUNDRED ($2700.00), DOLLARS of which -- THREE HUNDRED AND EIGHTY ($380.00), DOLLARS has been paid in cash by HENRY E.GOWINS,AND WIFE,,JENIE GOWINS, the receipt of which is hereby acknowledged, and for the remainder OF TWENTY THREE HUNDRED AND TWENTY ($2320.00) DOLLARS, the said HENRY E.GOWINS AND WIFE,JENIE GOWINS, ha VE EXECUTED AND DELIVERED THEIR SIXTY-SEVEN PROMISSORY NOTES OF EVEN DATE HEREWITH,NUMBERED ONE TO SIXTY-SEVEN,BOTH INCLUSIVE,AND PAYABLE TO THE ORDER OF ROBERT LUSK MONTHLY BEGINNING ON THE FIRST DAY OF OCT,,1926,AND CONTINUING ON THE FIRST DAY OF EACH AND EVERY MONTH,THEREAFTER UNTIL ALL ARE PAID..THE FIRST SIXTY-SIX OF SAID NOTES ARE FOR $20.00,EACH AND PRINCIPAL WITH INTEREST ON THE WHOLE AMOUNT AT 6% PER ANNUM,PAYABLE MONTHLY ABBED INTO THE FACE OF EACH NOTE.NOTE NUMBER ONE BEING FOR $26.60, AND EACH SUCCEEDING NOTE THEREAFTER UP TO AND INCLUSIVE OF NOTE NUMBER SIXTY-SIX BEING FOR AN AMOUNT TEN CENTS LESS THAN THE PRECEEDING NOTE.NOTE NUMBER SIXTY-SEVEN IS FOR ONE THOUSAND, DOLLARS AND BEARS INTEREST FROM DATE AT 6% PAYABLE SEMI-ANNUALLY.

I declare that I am the true and lawful holder of Notes #1 to 67 inclusive secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge the lien to secure the same. This 1st day of Dec 1926.
Robert Lusk
STATE OF TENNESSEE
DAVIDSON COUNTY
REGISTER

PROVIDE,,

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,ROBERT LUSK AND WIFE,BINNIE BRIGGS LUSK, have this day bargained and sold, and do hereby transfer and convey unto the said HENRY E.GOWINS AND WIFE, JENIE GOWINS,THEIR, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO,53,IN BLOCK,NO,4,OF THE HEFFERMAN SUBD,AS OF RECORD IN B OOK ,161,PAGE,138, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENN,,SAID LOT NO,53,HERE IN CONVEYED FRONTS FIFTY FEET ON THE NORTH SIDE OF ALAMEDA STREET AND RUNS BACK BETWEEN PARALLEL LINES,140 FEET TO AN ALLEY,AND BEING ONE OF THE LOTS HERETOFORE CONVEYED TO THE SAID ROBERT LUSK, BY DEED OF A.R.TURNER AND WIFE,,OF RECORD IN BOOK____PAGE____,R.O.D.C.TENNESSEE..

NASHVILLE TRUST CO.
By [illegible]
Asst. Secy.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said HENRY E.GOWINS, AND WIFE,JENIE GOWINS, 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 HENRY E.GOWINS AND WIFE,JENIE GOWINS,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 HENRY E.GOWINS AND WIFE,,JENIE GOWINS, do hereby transfer and convey unto ROBERT LUSK, 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 HENRY E.GOWINS AND WIFE,JENIE GOWINS, 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 $1200.00 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 HENRY E.GOWINS AND WIFE ,JENIE E.GOWINS, 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 HENRY E.GOWINS,AND WIFE,,JENIE GOWINS,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 ROBERT LUSK, 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 HENRY E.GOWINS AND WIFE,JENIE GOWANS, and ROBERT LUSK AND WIFE, BINNIE BRIGGS LUSK, hereunto set our hands at NASHVILLE, Tennessee, this the 1ST DAY OF SEPT, 1926.

ROBERT LUSK.
BINNIE BRIGGS LUSK.
HENRY E.GOWINS.
JENIE GOWINS.

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC,.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, ROBERT S.WEBB, a Notary Public in and for said County and State, the within-named ROBERT LUSK AND WIFE,,BINNIE BRIGGS LUSK,HENRY E.GOWINS,& WIFE,,JENIE GOWINS, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And BINNIE BRIGGS LUSK, JENIE GOWINS, ROBERT LUSK,& HENRY E.GOWENS, wi VES of the said having appeared before me privately and apart from THEIR husband S, the said BINNIE BRIGGS LUSK,& JENIE GOWINS, 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 1ST day of SEPT, 1926.

My commission expires on the 3/3/29 day of ____ 192__ (SEAL) ROBERT S.WEBB, 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.

RECD. OCT.,,29,1926 AT 10105 A.M.