NUMBER 92990 RECORDED OCT 2, 1926 M. J. CAMPBELL ETUX TO W. J. TUNE ET UX

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of EIGHTEEN THOUSAND ($18,000.00) AND NO/100 DOLLARS of which TWO THOUSAND ($2000.00) DOLLARS has been paid in cash by AND WIFE ANNIE VINCENT TUNE AND OTHER REAL ESTATE BY WEAKLEY J. TUNE, the receipt of which is hereby acknowledged, and for the remainder SIXTEEN THOUSAND ($16000.00) AND NO/100 DOLLARS, the said WEAKLEY J. TUNE AND WIFE ANNIE VINCENT HAVE ONE EXECUTED ONE NOTE OF EVEN DATE HEREWITH IN THE SUM OF TEN THOUSAND ($10000.00) AND NO/100 DOLLARS PAYABLE TO THE ORDER OF M. J CAMPBELL AND SIXTY NOTES IN THE SUM OF ONE HUNDRED ($100.00) AND NO/100 DOLLARS PAYABLE TO THE ORDER OF M J. CAMPBELL SAID $10,000.00 NOTE IS DUE IN FIVE YEARS FROM DATE AND SAID 60 NOTES OF $100.00 EACH FALL DUE MONTHLY THE FIRST OF WHICH IS DUE SEPTEMBER 1ST, 1926 AND ONE NOTE IS DUE ON THE FIRST DAY OF EACH SUCCEEDING MONTH THEREAFTER UNTIL ALL ARE PAID. IT IS AGREED THAT R. E. WILHOITE AND WIFE EMMA WILHOITE HEREIN WILL EXCHANGE WITH M. J. CAMPBELL AND WIFE MAMIE CAMPBELL TWO NOTES OF $8000.00 EACH, SIGNED BY M. J. CAMPBELL AND WIFE FOR THE $10000.00 NOTE AND THE 60 NOTES ABOVE DESCRIBED. ALL OF SAID NOTES BEING SECURED BY A LIEN ON THE PROPERTY CONVEYED HEREIN.

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, MORRIS J. CAMPBELL AND WIFE MAMIE A. CAMPBELL have this day bargained and sold, and do hereby transfer and convey unto the said WEAKLEY J. TUNE AND WIFE ANNIE VINCENT TUNE THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEGINNING AT A CORNER OF WHAT WAS THE STRETSH AT A CHERRY TREE RUNNING THENCE N. 19° W. 116 FEET; TO THE CENTER OF MAXEY LANE, THENCE WITH THE MIDDLE OF SAID LANE N. 49½ E. 61 FEET; THENCE N. 1½° W. WITH THE CENTER OF SAID LANE, 455 FEET; THENCE WITH THE CENTER OF SAID LANE N. 25¼° W. 520 FEET TO A FENCE, THEN N. 67° WITH SAID FENCE 466 FEET TO A POST THENCE WITH SAID FENCE N. 59° E. 597 FEET TO THE CUMBERLAND RIVER AT LOW WATER MARK; THENCE S. 33½ E. WITH THE MEANDERS OF SAID RIVER 700 FEET; THENCE WITH THE MEANDERS OF SAID SAID RIVER S. 42¾°E. 800 FEET THENCE S. 33½° E. WITH THE MEANDERS OF SAID RIVER 1225 FEET MORE OR LESS TO A POINT, THENCE S. 35' W. 1100 FEET MORE OR LESS TO A POINT; THENCE N. 74½° W. 931 FEET TO A POINT. THENCE N. 60½° E. 402 FEET TO A POINT THENCE N. 22° W. 1402 FEET TO A POINT, THENCE S. 67½° W. 679 FEET TO THE BEGINNING CONTAINING 82.51 ACRES MORE OR LESS. THIS DISCRIPTION IS TAKEN FROM AN UNRECORED PALAN OF THE R. E. WILHOITE FARM IN THE 11TH CIVIL DISTRICT MADE AUGUST 2ND, 1926 BY ERLE DRAKE, SURVAYOR SAID MAP IN TWO PARTS; THIS CONVEYANCE IS THE SOUTHERN 82.51 ACRES MORE OR LESS AS SHOWN BY SAID MAP, AND IS ALL OF 40 ACRES AND A PART OF 70¾ ACRES MORE OR LESS CONVEYED BY R. E. WILHOITE AND WIFE M. J. CAMPBELL AND WIFE AS OF RECORD IN BOOK 692 PAGE 460 R O D. C. TENN TO WHICH RERERENCE IS HERE MADE FOR FURTHER DISCRIPTION, WITH THE EXCEPTION OF THE NORTHERN 18.25 ACRES MORE OR LESS AS SHOWN BY SAID MAP WHICH IS NOT INCLUDED IN THIS CONVEYANCE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said WEAKLEY J. TUNE AND WIFE ANNIE VINCENT TUNE, heirs and assigns, forever, WE covenant that WE 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 WEAKLEY J. TUNE AND WIFE ANNIE VINCENT TUNE 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 US, the said WEAKLEY J. TUNE AND WIFE ANNIE VINCENT TUNE and convey unto D. W. CUNNINGHAM, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.

I declare that I am the true and lawful holder of the above described lien notes, secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same. This 12 day of Nov 1934.

WE, the said WEAKLEY J. TUNE AND WIFE ANNIE VINCENT TUNE, 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 $ 4300.00 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 WEAKLEY J. TUNE AND WIFE ANNIE VINCENT TUNE, 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.

3rd. 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 WEAKLEY J. TUNE AND ANNIE VINCENT TUNE, 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 D. W. CUNNINGHAM, 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 MORRIS J. CAMPBELL AND WIFE MAMIE A. CAMPBELL and WEAKLEY J. TUNE AND WIFE ANNIE VINCENT TUNE, hereunto set our hands at NASHVILLE, Tennessee, this the 9TH DAY OF AUGUST 9TH, 1926.

M. J. CAMPBELL
MAMIE A. CAMPBELL
WEAKLEY J. TUNE
ANNIE VINCENT TUNE

ACKNOWLEDGEMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me W. S. CHAPPELL, a Notary Public in and for said County and State, the within named MORRIS J. CAMPBELL MAMIE A. CAMPBELL WEAKLEY J. TUNE AND ANNIE VINCENT TUNE the bargainor S., with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And MAMIE CAMPBELL AND ANNIE VINCENT TUNE, wife of the said MORRIS J. CAMPBELL AND WEAKLEY J. TUNE having appeared before me privately and apart from THEIR husband S., the said MAMIE A. CAMPBELL AND ANNIE VINCENT, 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, Davidson County, Tennessee, this 19 day of AUG, 1926.

My commission expires the day of 19 1930. (SEAL) W. S. CHAPPELL, 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 the day of , 192 , Notary Public.

Rec'd Aug 26 1926 at 1 P. M. Noted, &c. as described herein, having been paid in full, by the lawful owner and holder thereof, release the lien hereby created to secure the payment of said notes. This day of , 193 . By