NUMBER 95182 RECORDED NOVEMBER 24TH 1926.

ED.M.CROCKETT XXX TO WALTER CARNEY ET UX.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ($ 1250.00) TWELVE HUNDRED FIFTY. DOLLARS of which (250.00) TWO HUNDRED AND SIXTY DOLLARS has been paid in cash by WALTER CARNEY AND WIFE ALIENE CARNEY, the receipt of which is hereby acknowledged, and for the remainder (990.00) NINE HUNDRED AND NINETY DOLLARS, the said WALTER CARNEY AND WIFE ALIENE CARNEY ha VE THIS DAY EXECUTED AND DELIVERED THEIR SIXTY SIX JOINT PROMISSORY NOTES OF FIFTEEN DOLLARS EACH, PRINCIPAL WITH THE ACCUMULATED INTEREST MONTHLY ON ALL ADDED TO THE FACE OF EACH NOTE IN WHICH IT MATURES, MAKING THE FACE OF THE FIRST NOTE NOTE IN THE SUM OF NINETEEN AND 95/100 DOLLARS AND EACH NOTE THEREAFTER IN AN AMOUNT ALTERNATELY 7 CENTS AND 8 CENTS LESS THAN THE PRECEEDING NOTE .

THE LAST NOTE BEING IN THE SUM OF FIFTEEN AND 08/100 DOLLARS.

SAID NOTES ARE PAYABLE TO THE ORDER OF ED. M. CROCKETT.

FIRST ONE OF SAID NOTES FALLS DUE NOV.8, 1926 AND THE OTHERS ONE EACH MONTH THEREAFTER UNTIL ALL ARE PAID.

The within note amount herein being fully paid in full to me this [illegible] day of [illegible] 1926 and hereby release the lien on the within described property. Witness my hand this [illegible] day of [illegible] 1926.
Witness: [illegible]
Ed M Crockett

AFTER MATURITY

all of said notes bearing six per cent interest 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, ED M. CROCKETT have this day bargained and sold, and do hereby transfer and convey unto the said WALTER CARNEY AND WIFE ALIENE CARNEY heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: BEGINNING AT THE POINT ON THE EAST SIDE OF 12TH AVENUE NORTH (FORMERLY FLORENCE ST.) 25 FEET SOUTH OF THE N.W.CORNER OF SAID LOT NO. 127 RUNNING THENCE SOUTHWARDLY ALONG THE EAST SIDE OF SAID 12TH AVENUE NORTH (FORMERLY FLORENCE STREET) 25 FEET TO A POINT ,THENCE EASTWARDLY ON A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 150 FEET TO AN ALLEY MORE OR LESS;

THENCE NORTHWARDLY ON A LINE PARALLEL WITH 12TH AVENUE NORTH (FORMERLY FLORENCE ST.) 25 FEET TO A POINT; THENCE WESTWARDLY ON A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 150 FEET MORE OR LESS TO THE BEGINNING POINT , THE SAID BEING SOUTHERN 25 FEET FRONT OF THE NORTHERN ONE -HALF OF SAID LOT NO. 127 .THIS IS SAME PROPERTY WHICH WAS CONVEYED BY TO TILLMAN BAILEY BY DEED RECORDED IN BOOK NO. 182 PAGE 410 R.O.D.C. TENN.

THE SAID TILLMAN BAILEY GAVE AND DEVISED ALL OF HIS ESTATE TO HIS WIFE LOUISA BAILEY BY WILL RECORDED IN WILL BOOK, NO.40 PAGE 177 COUNTY COURT OF DAVIDSON COUNTY TENNESSEE.

THE SAID LOUISA BAILEY GAVE AND DEVISED ALL HER REAL ESTATE IN EQUAL SHARES TO HER (3) CHILDREN HENRY BAILEY , ROSA BELL JOHNSON AND TILLMAN BAILEY BY WILL RECORDED IN WILL BOOK NO. 43 PAGE 50 COUNTY COURT OF DAVIDSON COUNTY ,TENNESSEE.

THIS BEING THE SAME LOT OR PARCEL OF LAND WHICH WAS CONVEYED BY HENRY BAILEY , ROSA BELL JOHNSON AND TILLMAN BAILEY , WEST JOHNSON AND LILLIAN BAILEY BY DEED DATED APRIL 21, 1926 AND OF RECORD IN BOOK 712, PAGE 518 , R.O.D.C. TENN.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said WALTER CARNEY AND WIFE ALIENE CARNEY, heirs and assigns, forever, I covenant that I AM lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unincumbered.

I further covenant and bind MYSELF AND MY heirs and representatives, to warrant and forever defend the title to said real estate to said WALTER CARNEY AND WIFE ALIENE, CARNEY, 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 ME in hand paid WE, the said WALTER CARNEY AND WIFE ALIENE CARNEY do hereby transfer and convey unto CHAS MARTIN, 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 WALTER CARNEY AND WIFE ALIENE CARNEY, 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 $ 1000.00 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 WALTER CARNEY AND WIFE ALIENE CARNEY, 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 THEY 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 TEN 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 WALTER CARNEY AND WIFE ALIENE CARNEY, 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 CHAS MARTIN, 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 ED.M. CROCKETT and WALTER CARNEY AND WIFE ALIENE CARNEY, hereunto set our hands at NASHVILLE, Tennessee, this the 8TH DAY OF OCTOBER, 192 6.

ED.M.CROCKETT
WALTER M. CARNEY
ALIENE CARNEY

ACKNOWLEDGEMENT BEFORE NOTARY PUBLIC.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, GEORGE W. FRAZIER, a Notary Public in and for said County and State, the within-named ED.M.CROCKETT WALTER CARNEY AND WIFE ALIENE CARNEY, the bargainorS, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And ALIENE CARNEY, wife of the said WALTER CARNEY having appeared before me privately and apart from HER husband, the said ALIENE CARNEY, acknowledged the execution of the said instrument to have been done by HER freely, voluntarily, and understandingly, without compulsion or constraint from HER said husband, and for the purposes therein expressed.

Witness my hand and official seal at NASHVILLE, Tennessee, this 8TH day of OCTOBER, 1926.
My commission expires on the 7TH day of JULY, 1926. (SEAL) GEORGE W. FRAZIER 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 on the _____ day of _____, 192__ _____, Notary Public.

RECEIVED OCTOBER 8TH 1926. AT 2.24 P.M.