NUMBER 99083 RECORDED FEB 24, 1927 W. T. SELLEY ET UX TO LIZZIE JORDAN ET AL

# INSTALEMENT DEED

FOR AND IN CONSIDERATION of the sum of TWENTY EIGHT HUNDRED FIFTY ($2850.00) DOLLARS of which ONE HUNDRED ($100.00) DOLLARS has been paid in cash by LIZZIE JORDAN AND HUSBAND JOHN JORDAN, the receipt of which is hereby acknowledged, and for the remainder TWENTY SEVEN HUNDRED FIFTY ($2750.00) DOLLARS, the said LIZZIE JORDAN AND HUSBAND JOHN JORDAN ha VE THIS DAY EXECUTED TO W. T. SELLY THEIR ONE HUNDRED AND FIFTEEN (115) PROMISSORY NOTES AS FOLLOWS: 114 NOTES OF $24.00 EACH ON THE PRINCIPAL, PLUS THE AVERAGED INTEREST ON THE PRINCIPAL OF TWENTY SEVEN HUNDRED AND THIRTY SIX ($2736.00) DOLLARS, MAKING EACH NOTE, PRINCIPAL AND INTEREST IN THE SUM OF THIRTY ($30.90) & 90/100 DOLLARS, THE FIRST OF WHICH FALLS DUE DEC 16TH, 1926 AND MONTHLY THEREAFTER, AND FOR THE BALANCE OF PRINCIPAL $14.00 WE HAVE EXECUTED OUR NOTE DUE JUNE 16TH, 1936 IN THE SUM OF TWENTY TWO ($22.05) AND 05/100 DOLLARS, PRINCIPAL AND INTEREST.

all of said notes bearing six per cent interest from date DUE 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 W. T. SELLEY AND WIFE CALLIE SELLEY have this day bargained and sold, and do hereby transfer and convey unto the said LIZZIE JORDAN AND HUSBAND JOHN JORDAN, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO 62 AND THE EASTERLY 25 FEET OF LOT NO 61 OF BLOCK C. ON THE PLAN OF THE BRANSFORD REALTY COMPANY'S SUBDIVISION OF THE SOUTH PART OF THE NORTH HILL TRACT, AS OF RECORD IN BOOK NO 421 PAGE 76 OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE, SAID LOT NO 62 AND EASTERLY PART OF LOT NO 61 FRONT TOGETHER 50.4 FEET ON THE SOUTHERLY SIDE OF LOCKLAYER STREET, AND EXTEND BACK WITH THE WESTERLY MARGIN OF NINTH AVENUE NORTH, FORMERLY MCLEMORE STREET, 100 FEET TO AN ALLEY, AND BEING THE SAME PROPERTY CONVEYED TO W. T. SELLEY BY DEED RECORDED IN BOOK NO 36 PAGE 157 SAID REGISTERS OFFICE. SAID LOT NO 62 & EASTERLY 25 FEET OF LOT NO 61 SHOW 50.9 FEET ON THE ALLEY.

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full. This 7th day of April, 1933.

Attest: [illegible] DEPUTY REGISTER

NASHVILLE TRUST CO. by [illegible] ASST. CASHIER

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said LIZZIE JORDAN AND JOHN JORDAN, THEIR 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. S

WE further covenant and bind OUR SELVE/OUR heirs and representatives, to warrant and forever defend the title to said real estate to said LIZZIE JORDAN, 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 non payment of said notes as they mature, as hereinafter provided, and for the consideration of One Dollar to US in hand paid WE, the said LIZZIE JORDAN AND JOHN JORDAN do hereby transfer and convey unto M. N. PERRY, 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 LIZZIE JORDAN AND JOHN JORDAN, 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 $ 1800.00 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 LIZZIE JORDAN AND JOHN JORDAN, 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 LIZZIE JORDAN AND JOHN JORDAN, 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 M. N. PERRY, 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 W. T. SELLEY AND WIFE CALLIE SELLEY and LIZZIE JORDAN AND HUSBAND JOHN JORDAN, hereunto set our hands at NASHVILLE, Tennessee, this the 16TH DAY OF NOV, 1926

W. T. SELLEY
CALLIE SELLEY
LIZZIE JORDAN
JOHN JORDAN

ACKNOWLEDGMENT BEFORE N.P

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, FRED K. JONES, a Notary Public in and for said County and State, the within-named W. T. SELLEY, CALLIE SELLEY, LIZZIE JORDAN, AND JOHN JORDAN the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And CALLIE SELLEY AND LIZZIE JORDAN, wi VES of the said W. T. SELLEY AND JOHN JORDAN having appeared before me privately and apart from THEIR husband S, the said CALLIE SELLEY AND LIZZIE JORDAN, 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 19 day of NOV, 1926

My commission expires on the 2 day of JULY, 1927 (SEAL) FRED K. JONES, Notary Public.

REC'D JAN 28, 1927 AT 3:30 P. M.

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.