NUMBER 99100 RECORDED FEB 28, 1927 W. Y. PARTEE ET UX TO F. M. POWELL ET UX.,

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of THREE THOUSAND ($3000.00) AND NO/100 DOLLARS of which TWO HUNDRED ($200.00) AND NO/100 DOLLARS has been paid in cash by F. M. POWELL AND WIFE MARIE O. B. POWELL, the receipt of which is hereby acknowledged, and for the remainder TWENTY EIGHT HUNDRED ($2800.00) AND NO/100 DOLLARS, the said F. M. POWELL AND WIFE MARIE O. B. POWELL has VE EXECUTED THEIR PROMISSORY NOTES OF EVEN DATE HEREWITH AS FOLLOWS: A SERIES OF ~~XXXX~~ NINETY THREE NOTES ALL PAYABLE MONTHLY NINETY TWO NOTES OF THE SAID SERIES BEING IN THE AMOUNT OF THIRTY ($30.00) DOLLARS EACH, AND ONE NOTE WHICH IS THE LAST IN THIS SERIES, BEING IN THE AMOUNT OF FORTY ($40.00) DOLLARS THE FIRST NOTE OF THIS SERIES BECOMES DUE AND PAYABLE ON JANUARY 1ST, 1927 AND THE BALANCE DUE AND PAYABLE MONTHLY THEREAFTER.

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,

NOW THEREFORE WE, W. Y. PARTEE AND WIFE ELLA H. PARTEE have this day bargained and sold, and do hereby transfer and convey unto the said F. M. POWELL AND WIFE MARIE O. B. POWELL, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE NORTHEASTERLY PART OF LOT #10 IN THE SUBDIVISION OF LOTS NOS 35, 36 AND 37 IN SUBDIVISION OF PART OF THE H. B. SHADWELL TRACT, AS RECORDED IN BOOK NO 547 PAGE NO 60 REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE, SAID NORTHEASTERLY PART OF LOT NO 10 BEING MORE ACCURATELY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE CENTER OF IDLEWILD AVENUE AT ITS INTERSECTION WITH THE CENTER OF PRIVATE DRIVE, THENCE S. 51½ DEGREES W WITH THE CENTER OF PRIVATE DRIVE @ 500 FEET TO AN IRON STAKE, ~~XXRN~~ THENCE FROM MIDDLE OF PRIVATE DRIVE S. E. 302 FEET TO THE CENTER OF IDLEWILD AVENUE THENCE ALONG CENTER OF IDLEWILD AVENUE 500 FEET N. E. TO STARTING POINT @ AT CENTER OF PRIVATE ~~XXXX~~ DRIVE ~~XXXX~~ AND INTERSECTION TO IDELWILD AVENUE BEING 2 ACRES MORE OR LESS AND BEING THE SAME PROPERTY CONVEYED BY DEED OF Y. W. HALEY AND WIFE ~~XXXX~~ H. HALEY AND W. Y. PARTEE AND WIFE ELLA H. PARTEE, OF RECORD IN BOOK NO ___ PAGE ___ R.O.D.C. TENNESSEE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said F. M. POWELL AND WIFE MARIE O B POWELL, THEIR heirs and assigns, forever, AND 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 F M POWELL AND WIFE MARIE O B POWELL, 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 F. M. POWELL AND WIFE MARIE O. B. POWELL do hereby transfer and convey unto WEBB HAYS, 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 F. M. POWELL AND WIFE MARIE O. B. POWELL 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 $ 1500.00 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 F. M. POWELL AND WIFE MARIE O B POWELL, 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 ~~XXXX~~ 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.

AND 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 F. M POWELL AND WIFE MARIE O B POWELL, 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 WEBB HAYS, 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. Y. PARTEE AND WIFE ELLA H. PARTEE and F. M. POWELL AND WIFE MARIE O B POWELL, hereunto set our hands at NASHVILLE, Tennessee, this the 1ST DAY OF DECEMBER, 1926.

W. Y PARTEE,
ELLA H. PARTEE
F M. POWELL
MARIE O POWELL

ACKNOWLEDGEMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, E. R. DOOLITTLE, a Notary Public in and for said County and State, the within-named W. Y PARTEE AND WIFE ELLA H. PARTEE AND F. M POWELL AND WIFE MARIE O. B. POWELL the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And ELLA H PARTEE AND MARIE O B POWELL, wi VES of the said W. Y PARTEE AND F. M. POWELL having appeared before me privately and apart from THEIR husband S, the said ELLA H. PARTEE AND MARIE O B POWELL, 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 [redacted] Madison, Tennessee, this 26 day of JAN, 1927.

My commission expires on the 10 day of JAN, 1928. (SEAL) E. R. DOOLITTLE, 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.

REC'D JAN 28, 1927 AT 10:20 A M