NUMBER 11409 RECORDED APRIL 19TH 1927
LESTER LEE ETUX. G.R.HOFFMAN

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of (@4200.00) FOUR THOUSAND TWO HUNDRED & NO/100 DOLLARS of which FIFTEEN HUNDRED SEVENTY SIX & 70/100 DOLLARS has been paid in ~~MONEY~~ PART OTHER PROPERTY, BY G.R.HOFFMAN ACCEPTED AS CASH the receipt of which is hereby acknowledged, and FOR the remainder (@1123.30) ELEVEN HUNDRED TWENTY THREE 30/100 DOLLARS, the said G.R.HOFFMAN HAS EXECUTED HIS 56 MONTHLY LIEN NOTES 55 OF WHICH ARE FOR @20.00 EACH AND THE 56TH OR LAST FOR @23.30 THE FIRST OF SAID NOTES IS DUE MAY 1ST.1927 AND THE OTHERS ONE ON THE FIRST DAY OF EACH SUCCEEDING MONTH THEREAFTER UNTIL ALL ARE PAID ,AND FOR THE RESIDUE @1500.00 THE SAID G.R.HOFFMAN ASSUMES AND AGREES TO PAY A NOTE FOR SAID AMOUNT ,SECURED BY DEED OF TRUST TO RUBUS GANN TRUSTEE, RECORDED IN BOOK 605 PAGE 233 R.O.D.C. TENN.

Release. Know all men by these presents that the undersigned, the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge the satisfaction of the same in full. This 23 day of May 1928.

Witness: J.E. Johnson DEPUTY REGISTER

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, LESTER LEE AND WIFE MYRTLE PROCTER LEE

have this day bargained and sold, and do hereby transfer and convey unto the said G.R.HOFFMAN AN UNMARRIED MAN

HIS heirs and assigns, certain real estate in Davidson County Tennessee, as follows: BEING PARTS OF LOTS NOS.33 AND 24 ON THE MAP OF THE DIXIE PURE FOOD SUBDIVISION AS OF RECORD IN BOOK 161 PAGE 113 R.O.D.C. TENN. AND OF A PLAN OF THE SUBDIVISION OF SAID NO.33 AS OF RECORD IN BOOK 421 PAGE 42 OF SAID REGISTERS OFFICE.THE PART OF SAID LOT 33 HERE CONVEYED IS DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT IN THE CENTER OF MILTON AVENUE ;MARKED ABANDONED ,BY A PLAN OF RESUBDIVISION IN BOOK 421 PAGE 42 R.O.D.C. TENN. SAID POINT BEING IN THE SOUTHERN BOUNDRY LINE OF THE ORIGINAL LOT NO. 33 AND RUNNING THENCE WESTERLY WITH THE NORTHERLY MARGIN OF COMMERCE STREET 18 POLES TO THE CENTER OF AN UNNAMED STREET ALSO ABANDONED IN SAID PLAN,THENCE NORTHWARDLY 2° EAST WITH THE CENTER OF SAID ABANDONED STREET 13.6 POLES TO THE CENTER OF WHAT WAS FORMERLY KNOWN AS CLEVELAND STREET ALSO MARKED ABANDONED IN SAID PLAN OF RESUBDIVISION,THENCE EASTWARDLY WITH THE CENTER OF SAID ABANDONED STREET 14 POLES ,TO THE CENTER OF SAID ABANDONED MILTON AVENUE ;THENCE WITH THE CENTER OF SAID ABANDONED AVENUE SOUTHWARDLY ABOUT 14 POLES TO THE POINT OF BEGINNING,AND CONTAINING ABOUT 1.1/3 ACRES ,AND BEING THE SAME PROPERTY CONVEYED TO MYRTLE PROCTOR LEE FROM MILTON BOLLMAN AND WIFE ,BY DEED RECORDED IN BOOK 393 PAGE 274 R.O.D.C. TENN TO WHICH CONVEYANCE SPECIAL REFERANCE IS HERE DIRECTED.
THE PART OF LOT NO.24 HEREIN CONVEYED IS DESCRIBED AS FOLLOWS;BEGINNING AT AN IRON STAKE IN THE NORTHERLY LINE OF LOT NO.-33 IN SAID PLAN AT A POINT 11½ POLES EAST OF THE EASTERLY MARGIN OF LANDIS AVENUE ,SAID POINT BEING THE LINE BETWEEN LOTS 33 AND 24 AND RUNNING THENCE NORTH 2° EAST PARALLEL WITH THE WEST LINE OF SAID LOT NO. 24 TO AN IRON STAKE AT THE EDGE OF THE RAILROAD RIGHT OF WAY THENCE NORTH 47½ EAST TO THE NORTH EAST CORNER OF SAID LOT NO 24, THENCE SOUTH 20° EAST 72 POLES TO A POINT IN THE LINE BETWEEN LOTS NOS 24 AND 25 IN SAID PLAN THENCE SOUTH 80½° WEST 17 POLES TO THE CENTER OF WHAT WAS FORMERLY MILTON AVENUE NOW ABANDONED ,THENCE SOUTHERLY FOLLOWING THE CENTER OF SAID ABANDONED AVENUE 14 PLOES TO THE NORTHERLY LINE OF LOT 33 IN SAID PLAN ,THENCE WESTERLY WITH THE LINE BETWEEN LOTS 24 AND 33 14½ POLES TO THE POINT OF BEGINNING AND BEING THE SAME PROPERTY CONVEYED TO RUFUS GANN TRUSTEE, RECORDED IN BOOK 605 PAGE 233 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 G.R.HOFFMAN, HIS 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. EXCEPT AS SET OUT ABOVE

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said G.R.HOFFMAN, HIS 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 I, the said G.R.HOFFMAN do hereby transfer and convey unto D.Y.PROCTOR, 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, the said G.R.HOFFMAN, 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.

I 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 I 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 ---, the said ---, 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 I 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, I 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.

I 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. I 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 G.R.HOFFMAN, 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.Y.PROCTOR, 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 LESTER LEE AND WIFE MYRTLE PROCTOR LEE, and G.R.HOFFMAN AN UNMARRIED MAN, hereunto set our hands at NASHVILLE, Tennessee, this the 1ST. DAY OF MARCH, 1927.

LESTER LEE
MYRTLE PROCTOR LEE
G.R.HOFFMAN

ACKNOWLEGDMENT BEFORE NOTARY PUBLIC.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, J.E.JOHNSON, a Notary Public in and for said County and State, the within-named LESTER LEE AND WIFE MYRTLE PROCTOR LEE AND G.R.HOFFMAN AN UNMARRIED MAN, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And MYRTLE PROCTOR LEE, wife of the said LESTER LEE, having appeared before me privately and apart from HER husband, the said MYRTLE PROCTOR LEE, 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 24TH day of MARCH, 1927.
My commission expires on the 6TH day of OCTOBER 1930. (SEAL) J.E.JOHNSON, 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.

Williams—Nashville

RECEIVED MARCH 26TH 1927 AT 11.40 A.M.