NUMBER 13116 RECORDED MAY 11TH 1927

LILBERN LOYD ET UX. TO DEED LEE ROY JOHNSON ET UX.

# INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of TWENTY FIVE HUNDRED ($2500.00) AND NO/100 DOLLARS of which SIX HUNDRED ($600.00) AND NO/100 DOLLARS has been paid in cash by LEE ROY JOHNSON AND WIFE HOYTA E. JOHNSON, the receipt of which is hereby acknowledged, and for the remainder NINETEEN HUNDRED AND NO/100 DOLLARS, the said LEE ROY JOHNSON AND WIFE HOYTA E. JOHNSON ha VE ASSUMED AND AGREED TO PAY A MORTGAGE ON ONE THOUSAND($ 1000.00) DOLLARS ON THE PROPERTY HEREIN CONVEYED, evidenced BY NOTE OF LIKE AMOUNT PAYABLE TO AND HELD BY THE NASHVILLE TRUST CO. AND ALL INTEREST , OR INTEREST NOTES, THEREON. FOR THE REMAINDER OF NINE HUNDRED ($900.00) DOLLARS ,THE SAID LEE ROY JOHNSON AND WIFE , HOYTA E.JOHNSON HAVE EXECUTED THEIR 45 JOINT PROMISSORY NOTES OF EVEN DATE HEREWITH PAYABLE TO THE ORDER OF LILBERN LOYD IN THE SUM OF TWENTY ($20.00) DOLLARS EACH,THE FIRST OF SAID NOTES FALLING DUE ONE MONTH AFTER DATE HEREOF AND ONE NOTE ON THE 9TH DAY OF EACH SUCCEEDING MONTH THEREAFTER UNTIL THEY ALL MATURE,ALL OF SAID NOTES BEARING 6% INTEREST.

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, LILBERN LOYD AND WIFE FANNIE LOYD have this day bargained and sold, and do hereby transfer and convey unto the said LEE ROY JOHNSON AND WIFE HOYTA E. JOHNSON THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: BEING LOT NO. 6 OF BLOCK NO. 15 IN THE CHARLOTTE PARK LAND COMPANYS 2ND. ADDITION TO NASHVILLE ,A PLAN OF WHICH IS OF RECORD IN BOOK NO. 57 ,PAGE 160 AND 161 R.O.D.C. TENN.

SAID LOT NO. 6 FRONTS 50 FEET ON THE SOUTHERLY SIDE OF 1ST AVENUE, NOW PARK AVENUE,AND RUNS BACK BETWEEN PARALLEL LINES 150 FEET TO AN ALLEY.

THIS IS THE SAME PROPERTY CONVEYED TO THE UNDERSIGNED BY DEED OF J.G.HENDRICKSON ET UX,AS OF RECORD IN BOOK 702 PAGE 313 R.O.D.C. TENN. TO WHICH REFERENCE IS HERE MADE.

I declare that I am the [illegible] Security by the [illegible] and [illegible]

Attest: [signature] Register

[signature] Deputy

Filed for Record the 20th day of May 1927 at 2 o'clock P.M. and duly recorded this 28 day of May 1927. [illegible] Register

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said LEE ROY JOHNSON AND WIFE HOYTA E. JOHNSON 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.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said LEE ROY JOHNSON AND WIFE HOYTA E. JOHNSON, 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 in hand paid WE, the said LEE ROY JOHNSON AND WIFE HOYTA E. JOHNSON do hereby transfer and convey unto R.L.KENNEDY, 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 LEE ROY JOHNSON AND WIFE HOYTA E. JOHNSON, 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 $ 1750.00 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 LEE ROY JOHNSON AND WIFE HOYTA E. JOHNSON, 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 LEE ROY JOHNSON, HIS 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 R.L.KENNEDY, 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 LILBERN LOYD AND WIFE FANNIE LOYD and LEE ROY JOHNSON AND WIFE HOYTA E.JOHNSON. hereunto set our hands at NASHVILLE, Tennessee, this the 9TH DAY OF MAY, 192 7.

LILBERN LOYD
FANNIE LOYD
LEE ROY JOHNSON
HOYTA E. JOHNSON.

ACK. BEFORE NOTARY PUBLIC.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, W.J.STEVENS, a Notary Public in and for said County and State, the within-named LILBERN LOYD AND WIFE FANNIE LOYD AND LEE ROY JOHNSON AND WIFE HOYTA E. JOHNSON the bargainors, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And FANNIE LOYD AND HOYTA E. JOHNSON, wi VES of the said LILBERN LOYD AND HOYTA E. JOHNSON having appeared before me privately and apart from THEIR husbands, the said FANNIE LOYD AND HOYTA E. JOHNSON, acknowledged the execution of the said instrument to have been done by THEM freely, voluntarily, and understandingly, without compulsion or constraint from THEIR said husbands, and for the purposes therein expressed.

Witness my hand and official seal at NASHVILLE, Tennessee, this 7TH day of MAY, 192 7.

My commission expires on the 3RD. day of JAN. 1931. XXX (SEAL) W.J.STEPHENS, 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.

Williams—Nashville

RECEIVED MAY 9TH 1927 AT 11_33_A.M.