 NUMBER 93665 [illegible] OCTOBER 12TH

H.E.WALLER ET UX. TO DEED JAMES H.BARNES.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ($7000.00) SEVEN THOUSAND & NO/100 DOLLARS of which FIVE HUNDRED TEN & NO/100 DOLLARS has been paid in cash by JAMES H.BARNES, the receipt of which is hereby acknowledged, and for the remainder XXXXXXXX DOLLARS, the said JAMES H.BARNES ASSUMES AND AGREES TO PAY A NOTE FOR $3500.00 SECURED BY DEED OF TRUST TO WM W.SCOVEL TRUSTEE RECORDED IN BOOK 659 PAGE 348 R.O.D.C. TENN WITH INTEREST FROM MAY 5 1926 AND FOR THE BALANCE THE SAID JAMES H. BARNES HAS EXECUTED AND DELIVERED HIS 46 PROMISSORY NOTES OF EVEN DATE HEREWITH PAYABLE TO THE ORDER OF H.E.WALLER ,THE FIRST OF SAID NOTES BEING FOR THE SUM OF $80.00 AND EACH SUCCEEDING NOTE RESPECTIVELY THEREAFTER BEING FOR AN AMOUNT 32½ CENTS LESS THAN THE PRE- CEEDING NOTE ,AND THE FIRST OF SAID NOTES FALLS DUE OCT 1ST 1926 ,AND THE OTHERS ONE ON TH THE FIRST DAY OF EACH SUCCEEDING MONTH THEREAFTER UNTIL ALL MATURE , AND MAKING NONE OF SA SAID NOTES BEARING INTEREST EXCEPT AFTER MATURITY , THE INTEREST HAVING BEEN COMPUTED AA AND ADDED INTO THE FACE OF EACH NOTE.

MATURITY

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 ,H.E.WALLER AND WIFE LULA E.WALLER have this day bargained and sold, and do hereby transfer and convey unto the said JAMES H.BARNES heirs and assigns, Tennessee, as follows: BEING LOT NO. 16 ON THE MAP OF THE KINNARD AND BRANSFORD SUBDIVISION AS OF RECORD IN BOOK NO. 57 PAGE 156 R.O.D.C. TENNESSEE .

SAID LOT NO. 16 FRONTS 50 FEET ON THE SOUTHERLY SIDE OF WOODLAND STREET AND RUNS BACK BETWEEN FARALLEL LINES 170 FEET TO AN ALLEY AND BEING THE SAME PROPERTY CONVEYED TO H.E.WALLER BY DEED FROM J.F.HORN AND WIFE VICTORIA A. HORN AS OF RECORD IN BOOK NO.621 PAGE 646 R.O.D.C. TENNESSEE.

THE PURCHASER AGREES TO PAY ONE HALF 1926 CITY AND STATE AND COUNTY TAXES.

The entire debt secured herein having been fully paid, the lien hereby released.

Witness our hand this 2 day of Dec 1926

Attest: J.R.Bruce Register

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said J.H.BARNES, 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.

WE further covenant and bind OURSELVES OUR heirs and representatives, to warrant and forever defend the title to said real estate to said JAMES H.BARNES. 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 in hand paid I, WE the said JAMES H.BARNES UNMARRIED MAN do hereby transfer and convey unto S.P.BRADSHAW, 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 JAMES H.BARNES, 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 $ 5000.00 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 I, the said JAMES H.BARNES, 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.

3d. 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 JAMES H.BARNES 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 S.P.BRADSHAW 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 H.E.WALLER AND WIFE LULA E.WALLER and JAMES H.BARNES AN UNMARRIED MAN, hereunto set our hands at NASHVILLE, Tennessee, this the 1ST DAY OF SEPTEMBER 1926.

H.E.WALLER
LULA E.WALLER
JAMES H.BARNES.

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 H.E.WALLER AND WIFE LULA E.WALLER AND JAMES H.BARNES 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 LULA E.WALLER, WIFE of the said H.E.WALLER having appeared before me privately and apart from HER husband, the said LULA E.WALLER, 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 7TH day of SEPT. 1926.

My commission expires on the 1ST day of OCTOBER, 1926. (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.~~

RECEIVED SEPTEMBER 7TH 1926 AT 10_50 A .M.