INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ($2,000.00) TWO THOUSAND DOLLARS of which TWO HUNDRED DOLLARS has been paid in cash by W.L.TURNER, the receipt of which is hereby acknowledged, and for the remainder EIGHTEEN HUNDRED DOLLARS, the said W.L.TURNER has EXECUTED HIS 72 PROMISSORY NOTES OF $25.00 EACH,

SAID NOTES ARE DATED DECEMBER 8,1926 AND ARE MADE PAYABLE TO CHANDLER & DAVIS AND BEAR INTEREST AT 6% PER ANNUM THE INTEREST HAVING BEEN COMPUTED AND ADDED INTO THE FACE OF THE NOTES,

THE 1ST ONE BEING IN THE SUM OF $25.12,SECOND $25.25, THIRD $25.37, 4TH $25.50 INCREASING AT THE RATE OF 12½ ¢ PER MONTH AND SHOWING IN THE FACE OF EACH NOTE $.12 ONE MONTH AND $.13¢ NEXT.

THE FIRST ONE OF SAID NOTES FALLS DUE AND IS PAYABLE ON DECEMBER 26, 1926 AND ONE ON THE 26TH DAY OF EACH SUCCEEDING MONTH, THEREAFTER , UNTIL ALL ARE PAID.

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,G.W.M.CHANDLER AND WIFE LAURA M. CHANDLER AND OSCAR W. DAVIS AND WIFE MYRTLE O. DAVIS have this day bargained and sold, and do hereby transfer and convey unto the said W.L.TURNER HIS heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: BEING THE NORTHERLY 45 FEET OF LOT NO. 4 ON IRA CRANBALLS PLAN OF LOTS AS OF RECORD IN BOOK NO. 17. PAGE 297 REGISTERS OFFICE FOR DAVIDSON COUNTY ,TENNESSEE.

SAID NORTHERLY PART OF LOT #4 FRONTS 45 FEET ON THE WESTERLY SIDE OF 12TH AVE NORTH, (FORMERLY SANGSTER STREET) AND RUNS BACK ,BETWEEN PARALLEL LINES ,140 FEET TO THE CENTER OF AN ALLEY AND BEING A PART OF THE SAME PROPERTY CONVEYED TO G.M. CHANDLER AND WIFE LAURA M CHANDLER AND OSCAR W. DAVIS AND WIFE MYRTLE O. DAVIS BY DEED ~~XXXX~~ FROM W.E.WRIGHT AND WIFE ALICE F. WRIGHT AS OF RECORD IN BOOK NO. 633, PAGE 351 , REGISTERS OFFICE FOR SAID COUNTY.

I declare this instrument to be the [illegible] recorded, and hereby acknowledge the same in full. This 26 day of [illegible] 1926.

G.W.M.Chandler
Laura M. Chandler
Oscar W. Davis
Myrtle O. Davis

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said W.L.TURNER, 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 W.L.TURNER 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 US in hand paid I, the said W.L.TURNER do hereby transfer and convey unto W.H.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.

I, W.L.TURNER, the said W.L.TURNER, 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 $ 2,000.00 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 W.L.TURNER, 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 W.L.TURNER 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 W.H.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 G.W.M.CHANDLER & WIFE LAURA M.CHANDLER & OSCAR W. DAVIS AND WIFE MYRTLE O. DAVIS & W.L.TURNER, hereunto set our hands at NASHVILLE, Tennessee, this the 8TH DAY OF DECEMBER, 1926.

G.W.M.CHANDLER
LAURA M. CHANDLER
OSCAR W. DAVIS
MYRTLE O. DAVIS
W.L.TURNER

ACKNOWLEDGEMENT BEFORE NOTARY PUBLIC.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, B.R.KENNEDY, a Notary Public in and for said County and State, the within-named G.W.M.CHANDLER AND WIFE LAURA M.CHANDLER AND OSCAR W. DAVIS AND WIFE MYRTLE O.DAVIS AND L.W.TURNER the bargainors, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And LAURA M. CHANDLER AND MYRTLE O. DAVIS wives of the said G.W.M.CHANDLER & OSCAR W. DAVIS, respectively having appeared before me privately and apart from THEIR husbands, the said LAURA M.CHANDLER & MYRTLE O. DAVIS, 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 8TH day of DECEMBER, 1926.

My commission expires on the 2ND day of JANUARY, 1927. (SEAL) B.R.KENNEDY 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 DEC .10TH AT 10.30 A.M.