NUMBER 17025 RECORDED AUGUST 10, 1927. ARTHUR J.FRANK ET UX TO GILLIE A.ARRINGTON ET ALS

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of $2450.00 TWENTY FOUR HUNDRED FIFTY AND NO/100 DOLLARS of which FIVE HUNDRED ($500.00) AND NO/100 DOLLARS has been paid in cash by GILLIE A. ARRINGTON, DALLAS E.ARRINGTON, ANDARTHUR A.ARRINGTON, the receipt of which is hereby acknowledged, and for the remainder $1950.00 NINETEEN HUNDRED FIFTY AND NO/100 DOLLARS, the said GILLIE A.ARRINGTON, DALLAS E.ARRINGTON, ARTH UR A.ARRINGTON, has VE EXECUTED THEIR SEVENTY EIGHT JOINT PROMISSORY NOTES OF EVEN DATE HEREWITH, EACH NOTE IN THE SUM OF TWENTY FIVE ($25.00) DOLLARS, THE FIRST ONE OF SAID NOTES DUE AND PAYABLE ON THE 2ND DAY OF SEPTEMBER 1927, AND ONE OTHER NOTE DUE AND PAYABLE ON OR BEFORE THE 2ND DAY OF EACH AND EVERY MONTH THEREAFTER UNTIL ALL OF SAID NOTESSSHALL BECOME DUE AND PAYABLE ALL OF SAID NOTES DUE AND PAYABLE TO ARTHUR J.FRANK AND WIFE ETHEL B.FRANK, OR ORDER.

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, ARTHUR J.FRANK AND WIFE ETHEL B.FRANK have this day bargained and sold, and do hereby transfer and convey unto the said GILLIE A.ARRINGTON, DALLAS E.ARRINGTON AND ARTHUR A.ARRINGTON, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING PART OF LOT NO. SIXTEEN 16 IN THE SUBDIVISION OF THE NICHOL PROPERTY, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING IN THE EASTERLY MARGIN OF 24TH AVENUE NORTH, AT A POINT OF INTERSECTION WITH THE SOUTHERN LINE OF LACY STREET; THENCE EASTERLY ALONG THE SOUTHERN MARGIN OF SAID LACY STREET 160½ FEET TO A STAKE; THENCE SOUTHERLY ON A LINE PARALLEL WITH SAID 24TH AVENUE NORTH 75 FEET TO A STAKE; THENCE WESTERLY PARALLEL WITH SAID LACY STREET 160½ FEET TO THE EASTERLY MARGIN OF SAID 24TH AVENUE NORTH,; THENCE NORTHERLY ALONG THE EASTERLY MARGIN OF SAID 24TH AVENUE NORTH, 75 FEET TO THE PLACE OF BEGINNING, AND BEING THE SAME PROPERTY THAT WAS CONVEYED BY DEED OF JOHN W. GROUT AND WIFE MARGARET M.GROUT, TO ETHEL B.FRANK AND HUSBAND ARTHUR J.FRANK, ON THE 23RD DAY OF AUGUST 1920, SEE DEED OF RECORD IN BOOK NO. 553, PAGE 509, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said GILLIE A.ARRINGTON, DALLAS E.ARRINGTON, ARTHUR A.ARRINGTON, 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 GILLIE A.ARRINGTON, DALLAS E.ARRINGTON AND ARTHUR A.ARRINGTON, 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 GILLIE A.ARRINGTON, DALLAS E.ARRINGTON AND ARTHUR A.ARRINGTON, ALL OF LEGAL AGE AND UNMARRIED do hereby transfer and convey unto D.L.DORTCH, 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 declare that I am the true party named in the instrument within recorded, and hereby acknowledge the lien to secure the same in full. This 4th day of August, 1934.
Attest: G. F. Frank
DEPUTY REGISTER

WE, the said GILLIE A.DALLAS E. AND ARTHUR A. ARRINGTON, 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 $1600.00 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 GILLIE A.DALLAS E. AND ARTHUR A. ARRINGTON, 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 TWO 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 ~~sixty~~ 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 TWO 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.

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 GILLIE A.DALLAS E. AND ARTHUR A. ARRINGTON 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.L.DORTCH 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 ARTHUR J.FRANK AND WIFE ETHEL B.FRANK, GILLIE A. ARRINGTON and DALLAS E.ARRINGTON AND ARTHUR A.ARRINGTON, hereunto set our hands at NASHVILLE, Tennessee, this the 2ND DAY OF AUGUST, 1927.

A.J.FRANK
ETHYL B.FRANK
GILLIE A.ARRINGTON
DALLAS E.ARRINGTON
ARTHUR A.ARRINGTON

ACK BEFORE N P

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, W.M.SCOTT, a Notary Public in and for said County and State, the within-named ARTHUR J.FRANK AND WIFE ETHEL B.FRANK GILLIE A. ARRINGTON, DALLAS E.ARRINGTON, AND ARTHUR A. ARRINGTON. the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And ETHEL FRANK, wife of the said ARTHUR J.FRANK having appeared before me privately and apart from HER husband, the said ETHEL FRANK, 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 2ND day of AUGUST, 1927.

My commission expires on the --- day of APRIL, 1930. (SEAL) W. M. SCOTT 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 AUG 4, 1927 AT 10.06 A.M.