NUMBER 21071 RECORDED NOVEMBER 3RD. 1927

J.W.LEEGAN, ET UX TO DEED C.D.STEWART ET UX.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of SIX THOUSAND ($6000.00) DOLLARS
of which ONE THOUSAND DOLLARS has been paid in cash by
the receipt of which is hereby acknowledged, and for the remainder
FIVE THOUSAND TWO HUNDRED AND NINETY ($5290.00) DOLLARS
THE SAID C.D.STEWART AND WIFE NANNIE MAI STEWART ~~HIS~~ HAS ASSUMED AND AGREES TO PAY A
MORTGAGE NOTE SECURED BY A MORTGAGE ON THE PROPERTY HEREIN CONVEYED IN THE AMOUNT OF THREE
THOUSAND TWO HUNDRED AND FIFTY DOLLARS (3250.00) PAYABLE TO THE AMERICAN TRUST COMPANY
INTERST ON SAME BEING PAYABLE SEMI-ANNUALLY OCTOBER 1ST. AND APRIL 1ST. RESPECTIVELY ,
WHICH MORTGAGE IN DUE OCTOBER 1ST. 1928.
THE BALANCE OF TWO THOUSAND AND FORTY DOLLARS ($2040.00) IS DEVIDED INTO SIXTY EIGHT (68)
EQUAL MONTHLY NOTES OF THIRTY (30.00) DOLLARS EACH;
THE FIRST NOTE BEING DUE AND PAYABLE NOV.1ST. 1927 AND FALLING DUE ON THE FIRST DAY OF
EACH CONSECUTIVE MONTH THEREAFTER FOR SIXTY SEVEN (67) CONSECTIVE MONTHS.
NONE OF SAID NOTES BEARING INTEREST ,AS INTEREST IN THE AMOUNT REFERRED TO IN CONSIDERATION
OF($5290.00)

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, J.W.LEEGAN AND WIFE OCTAVA BELLE LEEGAN
have this day bargained and sold, and do hereby transfer and convey unto the said
C.D.STEWART AND WIFE NANNIE MAI STEWART, AND THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT No. 77, ON THE EDGEFIELD LAND COMPANY'S FIRST SUBDIVISION AS OF RECORD IN BOOK NO. 57 PAGE 130 OF THE REGISTER OF DEEDS OFFICE OF DAVIDSON COUNTY TENNESSEE

SAID LOT No. 77 FRONTS 50 FEET ON THE SOUTH SIDE OF LILLIAN AVE IN THE CITY OF NASHVILLE;

AND RUNS BACK BETWEEN PARALLEL LINES 150 FT.TO AN ALLEY , BEING THE SAME PROPERTY CONVEYED BY LEWIS T.BAXTER AND WIFE JOANA E.BAXTER TO J.W.LEEGAN AND WIFE OCTAVA BELLE LEEGAN ON THE FIRST DAY OF AUGUST 1925 WHICH DEED IS OF RECORDED IN BOOK 675 PAGE 660 IN THE REGISTER OF DEEDS OFFICE OF DAVIDSON COUNTY ,TENN..

Filed for Record and duly recorded, and hereby acknowledge the satisfaction thereof and discharge of the same in full. This 1st day of Nov. 1928.
Attest: E. Nunnally DEPUTY REGISTER

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said C.D.STEWART AND WIFE NANNIE MAI STEWART 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. EXCEPT AS THE MORTGAGE HEREIN BEFORE DESCRIBED
WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said C.D.STEWART AND WIFE NANNIE MAI STEWART 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 C.D.STEWART AND WIFE NANNIE MAI STEWART do hereby transfer and convey unto H.A.VANTREASE, 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 C.D.STEWART AND WIFE NANNIE MAI STEWART, 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 $4750.00 INCLUDING MORTGAGE 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 C.D.STEWART AND WIFE NANNIE MAI STEWART, 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.

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 OURSELVES OUR 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 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 J.W.LEEGAN AND WIFE OCTAVE BELLE LEEGAN
and C.D.STEWART AND WIFE NANNIE MAI STEWART, hereunto set our hands
at NASHVILLE, Tennessee, this the 31 DAY O F OCTOBER, 1927.

J.W.LEEGAN
OCTAVE BELLE LEEGAN.
C.D.STEWART
NANNIE MAI STEWART

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, E.NUNNALLY, a Notary Public in and for said County and State, the within-named J.W.LEEGAN AND WIFE OCTAVE BELLE LEEGAN AND C.D.STEWART AND WIFE NANNIE MAI STEWART
the bargainor--, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And OCTAVE BELLE LEEGAN WIFE OF J.W.LEEGAN AND NANNIE MAI STEWART WIFE OF the said C.D.STEWART having appeared before me privately and apart from THEIR husband S, the said OCTAVA BELLE LEEGAN AND THE SAID NANNIE MAI STEWART, acknowledged the execution of the said instrument to have been done by THEM freely, voluntarily, and understandingly, without compulsion or constraint from THEIR said husband S, and for the purposes therein expressed.

Witness my hand and official seal at NASHVILLE, Tennessee, this 31ST. day of OCT., 1927.
My commission expires on the 28TH. day of APRIL, 1928. (SEAL) E.NUNNALLY. 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.

RECEIVED NOV. 1. 1927 AT 9-53 A.M.