NUMBER 15577 RECORDED JULY 7 1927 MRS ANNIE E GRAY TO FRED GILES ET UX

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of $2250.00 TWENTY TWO HUNDRED FIFTY NO/100 DOLLARS of which ($250.00) TWO HUNDRED FIFTY NO/100 DOLLARS has been paid in cash by FRED GILES & WIFE MARGARET O GILES, the receipt of which is hereby acknowledged, and for the remainder $2000.00 TWO THOUSAND NO/100 DOLLARS the said FRED GILES & WIFE MARGARET O GILES HAVE ASSUMED AND AGREED TO PAY A NOTE FOR $1000.00 TOGETHER WITH THE INTEREST THEREON AND DATED JUNE 15TH 1927, FALLING DUE THREE YEARS AFTER DATE, SAID NOTE IS PAYABLE TO THE ORDER OF THOMAS W WRENNE & CO., AND IS SECURED BY A DEED OF TRUST TO D P WRENNE, JR AS OF RECORD IN BOOK ___ PAGE __ R O D C TENNESSEE., AND FOR THE RESIDUE THE SAID FRED GILES & WIFE MARGARET O GILES HAVE EXECUTED AND DELIVERED THEIR 40 JOINT MONTHLY PROMISSORY NOTES OF EVEN DATE HEREWITH FOR $25.00 EACH PAYABLE TO THE ORDER OF MRS ANNIE E GRAY, THE FIRST OF SAID NOTES FALLS DUE JULY 15 1927 AND ONE OTHER ON THE 15TH DAY OF EACH SUCCEEDING MONTH THEREAFTER UNTIL ALL MATURE.,

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. I, MRS ANNIE E GRAY A WIDOW, have this day bargained and sold, and do hereby transfer and convey, unto the said FRED GILES AND WIFE MARGARET O GILES THEIR, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOTS NOS 7 & 8 IN THE SUBDIVISION OF MRS ANNIE E GRAY'S PROPERTY, BEING A SUBDIVISION OF LOT NO 35 AND THE EAST PART OF LOT NO 36 ON THE PLAN OF CUMBERLAND NURSERIES AS OF RECORD IN BOOK NO 161 PAGE 112 R O D C TENNESSEE, THE PLAN OF SAID SUBDIVISION MADE BY W B SOUTHGATE SURVEYOR, SEPT 24 1925 IS NOT OF RECORD.

ACCORDING TO SAID UNREGISTERED PLAN, SAID LOTS 7 & 8 FRONT 50 FEET EACH ON THE SOUTHERLY SIDE OF ROSE AVENUE AND RUN BACK BETWEEN PARALLEL LINES 160 FEET TO A DEAD LINE.

SAID LAND IS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 297.6 FEET WESTERLY FROM THE SOUTHWEST CORNER OF ROSE AVENUE AND WICKSON AVENUE EXTENDING WESTERLY 100 FEET ON THE SOUTHERLY MARGIN OF ROSE AVENUE TO A POINT; THENCE AT RIGHT ANGLES SOUTHWARDLY 166 FEET TO A PONT; THENCE AT RIGHT ANGLES EASTWARDLY 100.6 FEET TO A POINT; THENCE AT RIGHT ANGLES NORTHWARDLY 166 FEET TO THE BEGINNING.,

BEING PART OF THE SAME PROPERTY CONVEYED TO T W GRAY ET UX BY DEEDS OF RECORD IN BOOK NO 284 PAGE 229 AND BOOK 291 PAGE 551 R O D C TENNESSEE.,

I declare that I am the true and lawful holder of the note as free and secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same. This 1st day of July 1927.

Attest: [illegible] DEPUTY REGISTER

NASHVILLE TRUST CO.

By [illegible] V. Pres.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said FRED GILES & WIFE MARGARET O GILES, heirs and assigns, forever. I covenant that I AM, 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 HEREIN SET OUT AND THAT THE VENDEES AGREE TO PAY 1927 TAXES.

I further covenant and bind MYSELF, MY heirs and representatives, to warrant and forever defend the title to said real estate to said FRED GILES & WIFE MARGARET O GILES, 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 FRED GILES & WIFE MARGARET O GILES, do hereby transfer and convey unto E E JONES, 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 FRED GILES & WIFE MARGARET O GILES, 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 $1500.00 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 FRED GILES AND WIFE MARGARET O GILES, 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 FRED GILES & WIFE MARGARET O GILES, OR, 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 E E JONES, 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 MRS ANNIE E GRAY A WIDOW and FRED GILES & WIFE MARGARET O GILES, hereunto set our hands at NASHVILLE, Tennessee, this the 15TH day of JUNE, 1927.

ANNIE E GRAY

FRED GILES

MARGARET O GILES

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, I H GIBSON, a Notary Public in and for said County and State, the within-named MRS ANNIE E GRAY, FRED GILES & WIFE MARGARET O GILES, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY, executed the within instrument for the purposes therein contained.

And MARGARET O GILES, wi FE of the said FRED GILES having appeared before me privately and apart from HER husband, the said MARGARET O GILES, 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 16TH day of JUNE, 1927

My commission expires on the 7 day of OCT, 19 29 (Seal) I H GIBSON Notary Public.

REC'D JULY 5 1927 AT 9:27 A. M.