√ NUMBER 17264 RECORDED AUGUST 23RD. 1927.

NASHVILLE IMPROVEMENT CO. TO DEED ERNEST H.TALBERT ET UX.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of (\$4,500.00) FOUR THOUSAND FIVE HUNDRED AND NO/100 DOLLARS of which NINE HUNDRED AND NO/100 DOLLARS has been paid in cash by ERNEST H.TALBERT AND WIFE RUTH TALBERT, the receipt of which is hereby acknowledged, and for the remainder (\$3,600.00) THREE THOUSAND SIX HUNDRED AND NO/100 DOLLARS the said ERNEST H. TALBERT AND WIFE, RUTH TALBERT HAVE ASSUMED AND AGREED TO PAY OFF

A NOTE, DATED JANUARY 24, 1927, FOR THE SUM OF \$2100.00 TO THE PRUDENTIAL INSURANCE COMPANY OF AMERICA AND SECURED BY A DEED OF TRUST TO GUARANTY BANK & TRUST COMPANY, OF MEMPHIS, TENNESSEE, TRUSTEE, WHICH DEED OF TRUST IS OF RECORD IN BOOK NO. 746, PAGE 393, R.O.D.C.TENNESSEE. AND FOR THE REMAINDER \$1500.00, THE SAID ERNEST H.TALBERT AND WIFE RUTH TALBERT, HAVE EXECUTED THEIR 60 JOINT PROMISSORY NOTES, OF EVEN DATE HEREWITH, FOR THE SUM OF \$25.00 EACH, PAYABLE TO THE ORDER OF THE NASHVILLE IMPROVEMENT COMPANY. THE FIRST ONE OF SAID NOTES FALLS DUE ON THE FIRST DAY OF SEPTEMBER, 1927 AND ONE OF SAID NOTES FALLS DUE ON THE FIRST DAY OF EACH SUCCEEDING MONTH THEREAFTER UNTIL ALL OF SAID NOTES ARE PAID IN FULL TOGETHER WITH THEIR INTEREST.

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.

THE NASHVILLE IMPROVEMENT COMPANY A CORPORATION ORGANIZED UNDER THE LAWS OF TENNESSEE.

have this day bargained and sold, and do hereby transfer and convey, unto the said ERNEST H.TALBERT AND WIFE RUTH TALBERT, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOTS NOS. 18 AND 19 ON THE PLAN OF WESTDALE SUBDIVISION, AS OF RECORD IN BOOK NO.547 PAGE NO. 50, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

SAID LOT NO. 18 FRONTS 50 FEET ON THE WESTERLY SIDE OF 37TH AVENUE NORTH, FORMERLY PILCHER AVENUE, AND RUNS BACK 213 FEET ON THE NORTH LINE AND 202 FEET ON THE SOUTH LINE TO AN ALLEY, AND SHOWS 50 FEET ON SAID ALLEY.

SAID LOT NO. 19 FRONTS 50 FEET ON THE WESTERLY SIDE OF 37TH., AVENUE NORTH, FORMERLY PILCHER AVENUE, AND RUNS BACK 202 FEET ON THE NORTH LINE AND 191 FEET ON THE SOUTH LINE TO AN ALLEY, AND SHOWS 50 FEET ON SAID ALLEY, AND BEING THE SAME PROPERTY CONVEYED TO THE NASHVILLE IMPROVEMENT COMPANY BY A DEED OF RECORD IN BOOK NO. 682, PAGE NO. 683, R.O.D.C.TENNESSEE, BY A.R.COLE ET UX.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said ERNEST H.TALBERT AND WIFE RUTH TALBERT, THEIR heirs and assigns, forever. THE NASHVILLE IMPROVEMENT COMPANY covenant that IT IS 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.

IT further covenant and bind ITSELF, ITS SUCCESSORS ~~heirs~~ and representatives, to warrant and forever defend the title to said real estate to said ERNEST H.TALBERT AND WIFE RUTH TALBERT 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 ERNEST H.TALBERT AND WIFE RUTH TALBERT do hereby transfer and convey unto P.M.ESTES, 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 ERNEST H.TALBERT AND WIFE RUTH TALBERT, 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 \$2500.00 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 ERNEST H.TALBERT AND WIFE RUTH TALBERT, 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~~ THREE 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 NINETY 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~~ THREE 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 ERNEST H.TALBERT AND RUTH TALBERT, representatives or assigns. IF THE PROPERTY HEREIN CONVEYED IS SOLD BY FORECLOSURE UNDER THIS INSTRUMENT WE, ERNEST H. TALBERT AND WIFE RUTH TALBERT, AGREE TO BECOME TENANTS AT WILL OF THE PURCHASER AND BE ✱

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 P.M.ESTES 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 NASHVILLE IMPROVEMENT COMPANY and ERNEST H.TALBERT AND WIFE RUTH TALBERT, hereunto set our hands at NASHVILLE, Tennessee, this the 1ST day of AUGUST, 19 27.

✱REMOVABLE BY WRIT OF UNLAWFUL DETAINOR.

(SEAL) NASHVILLE IMPROVEMENT COMPANY
BY MOREAU P.ESTES, PRESIDENT
ERNEST H.TALBERT
RUTH TALBERT

ATTEST: BY JOHN D.DOYLE, SECRETARY.

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, F.E.BOWERS, a Notary Public in and for said County and State, the within-named ERNEST H.TALBERT AND WIFE RUTH TALBERT the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And RUTH TALBERT, wi FE of the said ERNEST H.TALBERT having appeared before me privately and apart from HER husband, the said RUTH TALBERT, 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 6 day of AUGUST, 19 27.

My commission expires on the 2 day of OCTOBER, 1927. (Seal) F.E.BOWERS Notary Public.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

BEFORE ME, MRS. ELIZABETH GENTRY, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, PERSONALLY APPEARED MOREAU P.ESTES AND JOHN D.DOYLE, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO, UPON OATH, ACKNOWLEDGED THEMSELVES TO BE THE PRESIDENT AND SECRETARY OF THE NASHVILLE IMPROVEMENT COMPANY, THE WITHIN NAMED BARGAINOR, A CORPORATION, AND THAT THEY AS SUCH PRESIDENT AND SECRETARY, BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED, BY SIGNING THE NAME OF THE CORPORATION BY MOREAU P.ESTES, AS SUCH PRESIDENT, AND BY AFFIXING ITS CORPORATE SEAL THERETO AND ATTESTING SAME BY JOHN D.DOYLE AS SUCH SECRETARY.

WITNESS MY HAND AND OFFICIAL SEAL AT NASHVILLE, TENNESSEE, THIS THE 6 DAY OF AUGUST, 1927.

(SEAL) MRS. ELIZABETH GENTRY, NOTARY PUBLIC

MY COMMISSION EXPIRES APR. 29, 1929.

REC'D AUG 9, 1927 AT 11.55 A.M.