NUMBER 19147 RECORDED OCT 10, 1927. F.F.DONNELL ET UX TO R.J.JACKSON ET UX.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of FIVE THOUSAND FIVE HUNDRED ($5500.00) DOLLARS of which THREE THOUSAND ($3000.00) DOLLARS has been paid in cash by R.J.JACKSON AND WIFE WILLIE E.JACKSON, TO THE UNDERSIGNED, F.F.DONNELL AND WIFE MATTIE B.DONNELL, the receipt of which is hereby acknowledged, and for the remainder TWENTY FIVE HUNDRED ($2500.00) DOLLARS the said R.J.JACKSON AND WIFE WILLIE E.JACKSON HAVE EXECUTED THEIR FIFTY (50) JOINT AND SEVERAL NOTES OF EVEN DATE WITH THIS INSTRUMENT, AND EACH NOTE BEING FOR THE SUM OF FIFTY ($50.00) WITH 6% INTEREST ON THE ENTIRE UNPAID DEBT ADDED TO EACH NOTE, MAKING THE FIRST NOTE, WHICH IS PAYABLE ON THE 15TH DAY OF OCTOBER 1927, $62.50 AND EACH NOTE THEREAFTER BEING FOR THE SUM OF TWENTY FIVE CENTS LESS THAN THE PRECEDING NOTE.

The within debt secured herein having been paid in full to me this lawful holder thereof, we hereby release the lien on the within described property, held to secure the payment of said debt. This ... day of ... 19..
Deputy Register
Thos. W. Wrenne & Co.

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, F.F.DONNELL AND WIFE MATTIE B.DONNELL have this day bargained and sold, and do hereby transfer and convey, unto the said R.J.JACKSON AND WIFE WILLIE E.JACKSON THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

SITUATED IN THE OLD FIFTH CIVIL DISTRICT OF SAID COUNTY, DESCRIBED ACCORDING TO SURVEY MADE BY ERLE DRAKE, COUNTY SURVEYOR, JULY 15, 1919, AS FOLLOWS: BEGINNING AT A STONE THE S.W.CORNER OF A 7 ACRE TRACT, FORMERLY OWNED BY TOWNES, NOW MERRIWETHER, RUNNING THENCE NORTH 55½ DEGREES EAST 68.48 POLES TO A STAKE; THENCE EAST 6.54 POLES TO A POST; THENCE NORTH 2½ DEGREES WEST 6.06 POLES TO A POST; THENCE SOUTH 87¾ DEGREES EAST 52.11 POLES TO THE CENTER OF THE MURFREESBORO TURNPIKE; THENCE WITH THE CENTER OF SAID PIKE SOUTH 41¼ DEGREES EAST 27.27 POLES TO A POINT IN THE CENTER OF SAID PIKE WHERE THE SAME INTERSECTS THE ANTIOCH ROAD; THENCE WITH THE WESTERLY MARGIN OF SAID ANTIOCH ROAD SOUTH 16 DEGREES WEST, 20.28 POLES TO A STAKE; THENCE CONTINUING WITH THE WEST MARGIN OF SAID ROAD SOUTH 5 DEGREES WEST 19.02 POLES TO A STONE OR POST; THENCE LEAVING SAID ROAD 86¾ DEGREES WEST 86 POLES TO AN OAK SAPLING; THENCE NORTH 62½ DEGREES WEST 44.54 POLES TO THE PLACE OF BEGINNING, CONTAINING 38.20 ACRES, INCLUDING AND EXCLUDING FROM THE BOUNDARIES THEREOF THE GRAVEYARD .25 ACRES AND BEING THE SAME PROPERTY CONVEYED TO THE UNDERSIGNED MRS. MATTIE BEULAH DONNELL, BY DEED OF J.D.HILL AND WIFE, RECORDED IN BOOK NO. 533, PAGE 286, IN THE R.O.D.C.

The within debt secured herein having been paid in full to me this lawful holder thereof, we hereby release the lien on the within described property, held to secure the payment of said debt. This ... day of ... 19..
Deputy Register
Thos. W. Wrenne & Co.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said R.J.JACKSON AND WIFE WILLIE E.JACKSON 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 R.J.JACKSON AND WIFE WILLIE E.JACKSON 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 ME in hand paid WE, the said R.J.JACKSON AND WIFE WILLIE E.JACKSON do hereby transfer and convey unto D.P.WRENNE, JR., 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 R.J.JACKSON AND WIFE WILLIE E.JACKSON, 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 $ ======== 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 R.J.JACKSON AND WIFE WILLIE E.JACKSON, 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 R.J.JACKSON AND WIFE, THEIR 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.P.WRENNE, JR., 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 F.F.DONNELL AND WIFE MATTIE B.DONNELL and R.J.JACKSON AND WIFE WILLIE E.JACKSON, hereunto set our hands at NASHVILLE, Tennessee, this the 15TH day of SEPTEMBER, 1927.

F.F.DONNELL
MATTIE B.DONNELL
R.J.JACKSON
WILLIE E.JACKSON

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, PIERRE DEGRAAUW, a Notary Public in and for said County and State, the within-named F.F.DONNELL AND WIFE MATTIE B.DONNELL AND R.J.JACKSON AND WIFE WILLIE E.JACKSON the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And MATTIE B.DONNELL AND WILLIE E.JACKSON, wi. VES of the said F.F.DONNELL AND R.J.JACKSON having appeared before me privately and apart from THEIR husband S, the said F.F.DONNELL AND R.J.JACKSON, 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 19TH day of SEPT., 1927.

My commission expires on the 8 day of APR., 1930. (Seal) P.DEGRAAUW Notary Public.

REC'D SEPT 19, 1927 AT 3.25 P.M.