NUMBER 18805 RECORDED OCT 12, 1927. H.H.PHILLIPS ET UX TO P.M.PATTERSON, ET UX.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of $4500.00 FORTY FIVE HUNDRED-- NO/100 DOLLARS of which ($500.00) FIVE HUNDRED NO/100 DOLLARS has been paid in cash by P.M.PATTERSON & WIFE WILLIE PATTERSON, the receipt of which is hereby acknowledged, and for the remainder $4000.00 FOUR THOUSAND NO/100 DOLLARS the said P.M.PATTERSON & WIFE WILLIE PATTERSON HAVE ASSUMED AND AGREED TO PAY A NOTE FOR THREE THOUSAND ($3000.00) DOLLARS PAYABLE TO THE ORDER OF THE PRUDENTIAL INSRUANCE COMPANY OF AMERICAN IN SEMI-ANNUAL INSTALLMENTS BEGINNING JUNE 1ST, 1930, AND SEMI-ANNUAL THEREAFTER SIXTY ($60.00) DOLLARS; AND THE BALANCE OF SAID PRINCIPAL SUM PAYABLE ON THE FIRST DAY OF DECEMBER 1938, WITH INTEREST AT 5½%. SAID NOTE IS SECURED BY A DEED OF TRUST RECORDED IN BOOK 746, PAGE 371, R.O.D.C.TENNESSEE TO WHICH REFERENCE IS MADE FOR FULL DESCRIPTION.

AND FOR THE RESIDUE, THE SAID VENDEES HAVE EXECUTED THEIR 33 JOINT MONTHLY PROMISSORY NOTES FOR THIRTY ($30.00) DOLLARS EACH EXCEPT THE LAST NOTE WHICH IS FOR FORTY ($40.00) DOLLARS, SAID NOTES BEING PAYABLE TO THE ORDER OF H.H.PHILLIPS, WITH THE FIRST NOTE FALLING DUE OCTOBER 1ST, 1927, AND ONE OTHER ON THE FIRST DAY OF EACH SUCCEEDING MONTH THEREAFTER UNTIL ALL MATURE.

I declare that I am the true and lawful holder of 33 notes described in the deed of trust within, and that the same are secured by the instrument within, and I hereby acknowledge the satisfaction thereof and discharge of the lien of said deed of trust. This 2nd day of Sept. 1932.

Attest: J.C.Crews DEPUTY REGISTER

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, H.H.PHILLIPS & WIFE GRADYE MARIE PHILLIPS

have this day bargained and sold, and do hereby transfer and convey, unto the said P.M.PATTERSON & WIFE WILLIE PATTERSON THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO. 52 ON THE MAP OF THE SUBDIVISION OF PART OF THE WEAKLEY HOME PLACE, AS OF RECORD IN BOOK NO. 421, PAGE 36, OF R.O.D.C.TENNESSEE.

SAID LOT 52 FRONTS 50 FEET ON THE NORTH SIDE OF FRANKLIN AVENUE, AND RUNS BACK BETWEEN PARALLEL LINES 150 FEET TO A 15 FOOT ALLEY IN THE REAR, AND BEING THE SAME PROPERTY CONVEYED TO H.H.PHILLIPS AND WIFE GRADYE MARIE PHILLIPS BY DEED OF SAMUEL D.WEAKLEY, AS OF RECORD IN BOOK NO. 714, PAGE 382, R.O.D.C.TENNESSEE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said P.M.PATTERSON & WIFE WILLIE PATTERSON, 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 HEREIN SET OUT AND VENDEES AGREE TO PAY 1927 TAXES AND SIDEWALK TAX.

WE further covenant and bind OURSELVES OUR heirs and representatives, to warrant and forever defend the title to said real estate to said P.M.PATTERSON & WIFE WILLIE PATTERSON, 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 P.M.PATTERSON & WIFE WILLIE PATTERSON do hereby transfer and convey unto J.J.MATHER, 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 P.M.PATTERSON & WIFE WILLIE PATTERSON, 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 $3500.00 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 propelty 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 P.M.PATTERSON & WIFE WILLIE PATTERSON, 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 P.M.PATTERSON & WIFE WILLIE PATTERSON OR 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 J.J.MATHER 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 H.H.PHILLIPS & WIFE GRADYE MARIE PHILLIPS and P.M.PATTERSON & WIFE WILLIE PATTERSON, hereunto set our hands at NASHVILLE, Tennessee, this the 30 day of AUG. 19 27.

H.H.PHILLIPS
GRADYE MARIE PHILLIPS
P.M.PATTERSON
WILLIE PATTERSON

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 H.H.PHILLIPS & WIFE GRADYE MARIE PHILLIPS AND P.M.PATTERSON & WIFE WILLIE PATTERSON the bargainors, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And GRADYE MARIE PHILLIPS AND WILLIE PATTERSON, wives of the said H.H.PHILLIPS AND P.M.PATTERSON having appeared before me privately and apart from THEIR husbands, the said GRADYE MARIE PHILLIPS AND WILLIE PATTERSON, acknowledged the execution of the said instrument to have been done by THEM freely, voluntarily, and understandingly, without compulsion or constraint from THEIR said husbands, and for the purposes therein expressed.

Witness my hand and official seal at NASHVILLE, Tennessee, this 1ST day of SEPT. 19 27.

My commission expires on the 10/7/29. day of ~~19~~ (Seal) I.H.GIBSON Notary Public.

REC'D SEPT. 12, 1927 AT 12.36 P.M.