NUMBER 21111 RECORDED NOV. 22, 1927. W.B.MARR ET UX TO T.JOHNSON ET UX

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of $1251.00 TWELVE HUNDRED FIFTY-ONE AND NO/100 DOLLARS of which $1.00 (ONE AND NO/100 DOLLARS has been paid in cash by T.JOHNSON AND WIFE WILLIE JOHNSON, the receipt of which is hereby acknowledged, and for the remainder OF $1250.00 TWELVE HUNDRED FIFTY AND NO/100 DOLLARS the said T.JOHNSON AND WIFE WILLIE JOHNSON HAVE EXECUTED THEIR 51 JOINT PROMISSORY NOTES ALL OF EVEN DATE HEREWITH, 50 OF SAID NOTES ARE FOR $10.00 EACH IN PRINCIPAL AND THE 51ST, OR LAST NOTE, IS FOR THE SUM OF $750.00 IN PRINCIPAL. THE INTEREST HAS BEEN COMPUTED AND ADDED INTO THE FACE OF EACH NOTE, MAKING THE FIRST NOTE FOR $16.25, AND EACH SUCCEEDING NOTE. $.05 LESS THAN THE PRECEEDING NOTE, EXCEPT THE 51ST OR LAST NOTE, WHICH IS FOR THE SUM OF $753.75. ALL OF SAID NOTES ARE PAYABLE TO THE ORDER OF W.B.MARR AND NONE OF SAID NOTES DRAW INTEREST UNTIL AFTER MATURITY. THE FIRST ONE OF SAID NOTES IS DUE ON OR BEFORE NOVEMBER 15TH, 1927, AND ONE ON OR BEFORE THE 15TH DAY OF EACH SUCCEEDING MONTH THEREAFTER UNTIL ALL ARE PAID. IT IS HEREBY AGREED AND UNDERSTOOD THAT THE COMMERCE UNION BANK AND TRUST CO. HOLDS CERTAIN INDEBTEDNESS AGAINST SAID PROPERTY WHICH IS DESCRIBED FULLY IN BOOK 784, PAGE 290, WHICH THE SAID W.B.MARR AGREES TO PAY.

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, W.B.MARR AND WIFE MARTHA L.MARR have this day bargained and sold, and do hereby transfer and convey, unto the said T.JOHNSON AND WIFE WILLIE JOHNSON THE IR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO. 37 IN G.W.ASHCRAFT'S SUBDIVISION OF LOT NO. 11, BOYD MCNAIRY PLAN OF LOTS, A PLAN OF WHICH SUBDIVISION IS OF RECORD IN BOOK 1?67, PAGE # 59, R.O.D.C. TENNESSEE.

SAID LOT #37 FRONTS 35 FEET ON THE NORTHERLY SIDE OF PROSPECT STREET, NOW BATAVIA STREET, AND RUNS BACK BETWEEN PARALLEL LINES 104 FEET TO AN ALLEY, AND BEING THE SAME PROPERTY CONVEYED TO THE COMMERCE UNION BANK BY H.A.VANTREASE, TRUSTEE, AS OF RECORD IN BOOK #_____, PAGE #_____, R.O.D.C.TENNESSEE.

THE PURCHASER ASSUMES THE STATE AND COUNTY TAXES FOR THE YEAR 1927, AND BEING THE SAME PROPERTY CONVEYED TO MARTHA L.MARR AS OF RECORD IN BOOK #784, PAGE #290, OF THE R.O.D.C.TENNESSEE.

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge it paid. This 2 day of ... 1928.
Attest: ... DEPUTY REGISTER

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said T. JOHNSON AND WIFE WILLIE JOHNSON, 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 T.JOHNSON AND WIFE WILLIE JOHNSON 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 T.JOHNSON AND WIFE WILLIE JOHNSON do hereby transfer and convey unto ARTHUR H.CAMPBELL, 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 T.JOHNSON AND WIFE WILLIE JOHNSON, 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 $1000.00 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 T.JOHNSON AND WIFE WILLIE JOHNSON, 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 T.JOHNSON AND WIFE WILLIE JOHNSON 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 Arthur H.CAMPBELL 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 W.B.MARR AND WIFE MARTHA L.MARR and T.JOHNSON AND WIFE. hereunto set our hands at NASHVILLE, Tennessee, this the 31 day of OCTOBER, 1927.

W.B.MARR
MARTHA L.MARR
T.JOHNSON
WILLIE JOHNSON

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, MARY OPHELIA SMITH, a Notary Public in and for said County and State, the within-named W.B.MARR AND WIFE MARTHA L.MARR AND T.JOHNSON AND WIFE WILLIE JOHNSON the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And MARTHA L.MARR AND WILLIE JOHNSON, wi VES of the said W.B.MARR AND T.JOHNSON having appeared before me privately and apart from THEIR husband. S , the said MARTHA L.MARR AND WILLIE JOHNSON, 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 31 day of OCT., 1927.

My commission expires on the 23 day of JAN, 1928. (Seal) MARY OPHELIA SMITH Notary Public.

MY COM. EX. JAN 23, 1928.

REC'D NOV. NOV. 1, 1927 AT 2.35 P.M.