NUMBER 21308 RECORDED NOV 25 1927 MRS DORA BADER TO GEORGE SIMMONS E T UX

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of 2350.00 TWENTY THREE HUNDRED FIFTY AND NO/100 DOLLARS of which EIGHTY $80.00 AND NO/100 DOLLARS has been paid in cash by GEORGE SIMMONS AND WIFE EVA SIMMONS, the receipt of which is hereby acknowledged, and for the remainder 2270.00 TWENTY TWO HUNDRED SEVENTY AND NO/100 DOLLARS the said GEORGE SIMMONS AND WIFE EVA SIMMONS HAVE EXECUTED THEIR ONE HUNDRED FOURTEEN (114) JOINT PROMISSORY NOTES OF EVEN DATE HEREWITH OF WHICH ONE HUNDRED THIRTEEN (113) OF SAID NOTES, ARE EACH IN THE SUM OF TWENTY ($20.00) DOLLARS, AND ONE THE LAST NOTE IN THE SUM OF ($10.00) DOLLARS THE FIRST ONE OF SAID NOTES DUE AND PAYABLE ON THE 28TH DAY OF NOVEMBER 1927 AND ONE OTHER NOTE DUE AND PAYABLE ON OR BEFORE THE 28TH DAY OF EACH AND EVERY MONTH THEREAFTER UNTIL ALL OF SAID NOTES SHALL BECOME DUE AND PAYABLE ALL OF SAID NOTES DUE AND PAYABLE TO DORA BADER OR ORDER.,

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full. This 6 day of 1937

Attest: [signature] COUNTY 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.

I, DORA BADER, A WIDOW have this day bargained and sold, and do hereby transfer and convey, unto the said GEORGE SIMMONS AND WIFE EVA SIMMONS THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING PART OF LOT NO 65 IN GEORGE SHIELD'S SECOND ADDITION TO NORTH NASHVILLE TENNESSEE, A PLAN OF SAID ADDITION IS OF RECORD IN BOOK NO 57 PAGE 146 OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY TENNESSEE; AND FURTHER DESCRIBED AS FOLLOWS;,

BEGINNING AT THE SOUTH WEST CORNER OF SEIFRIED STREET AND SALEM STREET NOW 18TH AVENUE NORTH RUNNING THENCE ALONG SALEM STREET OR 18TH AVENUE NORTH SOUTH TO THE LINE OF THE LOT PREVIOUSLY SOLD BY ROBERT LUSK TO J C JONES ABOUT 129 FEET; THENCE ALONG THE NORTHERLY LINE OF THE SAID JONES LOT AND WESTERLY TO THE EASTERN LINE OF LOT O 64 IN SAID ADDITION THENCE ALONG AND WITH THE EASTERLY LINE OF LOT NO 64 AND NORTHERLY 118 FEET MORE OR LESS TO THE SOUTHERLY MARGIN OF SEIFRIED STREET THENCE EASTERLY AND WITH THE SOUTHERLY MARGIN OF SAID SEIFRIED STREET 31 FEET TO THE PLACE OF BEGINNING, AND BEING THE SAME PROPERTY THAT WAS CONVEYED BY DEED OF RAMER L BEGGS TO MRS DORA BADER ON THE 21ST DAY OF OCTOBER 1926 SEE DEED OF RECORD IN BOOK NO 599 PAGE 764 OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY TENNESSEE.,

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said GEORGE SIMMONS AND WIFE EVA SIMMONS THEIR, 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

I further covenant and bind MYSELF MY heirs and representatives, to warrant and forever defend the title to said real estate to said GEORGE SIMMONS AND WIFE EVA SIMMONS, 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 00/100 in hand paid WE, the said GEORGE SIMMONS AND WIFE EVA SIMMONS,

do hereby transfer and convey unto C C CHESHIRE 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.

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WE, the said GEORGE SIMMONS AND WIFE EVA SIMMONS, 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 GEORGE SIMMONS AND WIFE EVA SIMMONS, 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. ----- 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 GEORGE SIMMONS AND WIFE EVA SIMMONS, 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 C C CHESHIRE, 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 MRS DORA BADER A WIDOW and GEORGE SIMMONS AND WIFE EVA SIMMONS, hereunto set our hands at NASHVILLE, Tennessee, this the 28 day of OCTOBER, 19 27

MRS DORA BADER
GEORGE SIMMONS
EVA SIMMONS

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, FRED K JONES, a Notary Public in and for said County and State, the within-named MRS DORA BADER, GEORGE SIMMONS AND WIFE EVA SIMMONS, the bargainor -S-, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And EVA SIMMONS, WIFE of the said GEORGE SIMMONS having appeared before me privately and apart from HER husband, the said EVA SIMMONS, 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 28TH day of OCTOBER, 19 27

My commission expires on the 12TH day of OCTOBER, 19 31 (Seal) FRED K JONES Notary Public.

REC'D NOV 5 1927 AT 11:17 A. M.