NUMBER 22153 RECORDED DEC 9,1927 W.H. DAWSON, UNMARRIED TO O.D. BRAZELL

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ($2,250.00) TWENTY TWO HUNDRED FIFTY AND NO/100 DOLLARS of which ONE HUNDRED ($100.00) DOLLARS has been paid in cash by O.D. BRAZZELL, AND WIFE PEARL, , the receipt of which is hereby acknowledged, and ~~XXXXXXXXXX~~ GRANTEE ASSUMES AND AGREES TO PAY AN UNCUMBRANCE OF ONE THOUSAND ($1,000.00) DOLLARS XXXXXX SECURED BY DEED OF TRUST TO WILEY C. WILSON, TRUSTEE, DATED JAN 14,1927, AND DUE THREE YEARS AFTER DATE, TOGETHER WITH SIX INTEREST FOR $30.00 EACH, AND DUE SEMI-ANNUALLY AFTER SAID DATE; AND FOR THE REMAINDER OF ELEVEN HUNDRED FIFTY ($1,150.00) DOLLARS SAID GRANTEE HAS EXECUTED HIS 58 PROMISSORY NOTES, OF EVEN DATE HEREWITH, AS FOLLOWS: THE FIRST 57 NOTES BEING FOR THE SUM OF TWENTY ($20.00) DOLLARS EACH, AND THE LAST OR 58TH. NOTE IS FOR THE SUM OF TEN ($10.00) DOLLARS, ALL OF SAID NOTES ARE PAYABLE TO THE ORDER OF W.H. DAWSON; THE FIRST NOTE IS DUE AND PAYABLE ON OR BEFORE ONE MONTH AFTER DATE AND ONE NOTE IS DUE AND PAYABLE ON THE SAME DAY OF EACH SUCCESSIVE MONTH THEREAFTER UNTIL ALL OF SAID NOTES SHALL HAVE BEEN PAID IN FULL,

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, W.J. DAWSON, OF LAWFUL AGE AND UNMARRIED have this day bargained and sold, and do hereby transfer and convey, unto the said O.D. & ET UX PEARL BRAZZELL, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO.709 OF BLOCK NO.32 ON THE PLAN OF CHARLOTTE PARK COMPANY'S FIRST ADDITION TO NASHVILLE, AS OF RECORD IN BOOK NO.57, PAGE 103, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

SAID LOT NO.709 FRONTS FIFTY (50) FEET ON THE NORTHERLY SIDE OF DAKOTA, FORMERLY 4TH, AVENUE AND RUNS BACK BETWEEN PARALLEL LINES 150 FEET TO AN ALLEY. AND BEING THE SAME PROPERTY CONVEYED IN BOOK NO.682, PAGE 359, AND BOOK 699 PAGE 121; RESPECTIVELY, OF THE R.O.D.C. TENNESSEE, TO WHICH REFERENCE IS HAD.

GRANTEE ASSUMES 1927 TAXES.

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 17 day of Dec, 1934.

Attest: [illegible] COUNTY REGISTER

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said O.D. BRAZELL, AND WIFE PEARL BRAZEL, 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 EXCEPT BY THE DEED OF TRUST FOR $1,000.00, ASSUMED BY THE GRANTEE.

I further covenant and bind MYSELF, MY heirs and representatives, to warrant and forever defend the title to said real estate to said O.D. BRAZELL, AND WIFE PEARL BRAZELL, 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 O.D. BRAZZELL AND WIFE, PEARL BRAZZELL,

do hereby transfer and convey unto WILEY C. WILSON, 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 O.D. BRAZZELL AND WIFE, PEARL BRAZZELL, 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 $ 2,000.00 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 O.D. BRAZZELL AND WIFE PEARL BRAZZELL, 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 THE ORDER OF US, EITHER OF US, HEIRS, 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 W.J. DAWSON, UNMARRIED 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 XXXX W.J. DAWSON, UNMARRIED, and O.D. BRAZZELL AND WIFE, PEARL BRAZZELL, hereunto set our hands at NASHVILLE, Tennessee, this the 15 day of JANUARY, 1927.

W.J. DAWSON
O.D. BRAZZELL
PEARL BRAZZELL

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, W.L. SCOTT, a Notary Public in and for said County and State, the within-named W.J. DAWSON O.D. BRAZZELL & WIFE PEARL BRAZZELL the bargainors, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And PEARL BRAZZELL, WIFE XXXX of the said O.D. BRAZZELL having appeared before me privately and apart from HER husband --, the said PEARL BRAZZELL, 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 15 day of JANY, 1927.

My commission expires on the 6TH day of APRIL 1929. (Seal) W.L. SCOTT Notary Public.

REC'D NOV 28,1927 AT 2:39 P.M.