NUMBER 36169 RECORDED OCT 22,1928 NELLIE WILLIAMS BROWDER TO GEORGE E. KANNARD,ET UX

Geiger-Miller

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of TWIRTY-TWO HUNDRED FIFTY & NO/100THS ($3,250.00) DOLLARS of which FIVE HUNDRED & NO/100THS ($500.00) - - - - DOLLARS has been paid in cash by GEORGE E. KANNARD AND WIFE ,CARRIE N.KANNARD, , the receipt of which is hereby acknowledged, and for the remainder TWENTY-SEVEN HUNDRED FIFTY & NO/100THS ($2,750.00) - - - - DOLLARS the said GEORGE E. KANNARD AND WIFE, CARRIE N.KANNARD HAVE BX ASSUMED AND AGREE TO PAY A NOTE IN THE SUM OF TWO MMM THOUSAND & NO/100THS.($2,000.00) DOLLARS, DATED DEC.3,1925,DUE DEC.3 1925,WHICH NOTE HAS BEEN EXTENDED FROM TIME TO TIME AND WILL MATURE DECEMBER 3,1928,WITH INTEREST AT 6% PER ANNUM,PAYABLE SEMI-ANNUALLY,SECURED BY DEED OF TRUST RECORDED IN BOOK NO.677,PAGE 337, REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENNESSEE.FOR SEVEN HUNDRED FIFTY & NO/100THS ($750.00) DOLLARS THE SAID GEORGE E. KANNARD AND WIFE, CARRIE N.KANNARD HAVE THIS DAY EXECUTED AND DELIVERED THEIR ONE (1) JOINT PROMISSORY NOTE OF EVEN DATE HEREWITH IN THE SUM OF SEVEN HUNDRED FIFTY & NO/100THS ($750.00) DOLLARS, DUE AND PAYABLE ON OR BEFORE ONE YEAR AFTER DATE, PAYABLE TO THE ORDER OF NELLIE MAY BROWDER,

This Deed & Note... due & paid in full, this ... day of ... 1930 ... Register ... By ... Deputy Register

PAYABLE SEMI-ANNUALLY,

KK 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,NELLIE WILLIAMS BROWDER AND HUSBAND,R.W. BROWDER,

have this day bargained and sold, and do hereby transfer and convey, unto the said GEORGE E. KANNARD AND WIFE, CARRIE N.KANNARD, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEGINNING AT THE NORTHEAST CORNER OF MERIDIAN STREET,AND JOSEPHINE (NOW GRACE AVENUE) AND RUNNING THENCE IN AN EASTERLY DIRECTION WITH THE NORTHERLY MARGIN OF SAID GRACE AVENUE 50 FEET;THENCE IN A NORTHERLY DIRECTION AND AT RIGHT ANGLES TO GRACE AVENUE,165 FEET TO THE SOUTHERLY MARGIN OF AN ALLEY;THENCE WITH SAID ALLEY, WESTWARDLY 50 FEET TO THE EASTERLY MARGIN OF MERIDIAN STREET;THENCE IN A SOUTHERLY DIRECTION,WITH THE EASTERLY MARGIN OF MERIDIAN STREET 165 FEET TO THE BEGINNING.

BEING THE PROPERTY CONVEYED TO MRS. NELLIE WILLIAMS BROWDER WIFE OF DR.R.M. BROWDER,BY DEED RECORDED IN BOOK NO.576,PAGE 594,REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENNESSEE.

THE PURCHASERS HEREBY ASSUME AND AGREE TO PAY THE TAXES ASSESSED AGAINST THE PROPERTY HEREINABOVE DESCRIBED FOR THE YEAR 1928.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said GEORGE E. KANNARD AND WIFE, CARRIE N.KANNARD, 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 HEREINBEFORE MENTIONED.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said GEORGE E. KANNARD AND WIFE CARRIE N.KANNARD, 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 ~~ff~~, the said GEORGE E. KANNARD AND WIFE CARRIE N.KANNARD, do hereby transfer and convey unto R.W. BRATTON, , 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 GEORGE E. KANNARD AND WIFE CARRIE N.KANNARD , 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 $2,500.00 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 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 E. KANNARD AND WIFE, CARRIE N.KANNARD , 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 conveyence.

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.

3rd. 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 E. KANNARD AND WIFE, CARRIE N.KANNARD 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 R.W. BRATTON 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 NELLIE WILLIAMS BROWDER AND ~~XXX~~ HUSBAND, R.W.BROWDER, and GEORGE E. KANNARD AND WIFE, CARRIE N. KANNARD , hereunto set our hands at NASHVILLE , Tennessee, this the 1ST day of MARCH , 1928 .

NELLIE WILLIAMS BROWDER
R. M. BROWDER
GEO E. KANNARD
CARRIE N. KANNARD.,

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, LOUISE SOWELL , a Notary Public in and for said County and State, the within-named GEORGE E. KANNARD AND WIFE CARRIE N KANNARD the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And CARRIE N. KANNARD GEORGE E. KANNARD , wi FE of the said having appeared before me privately and apart from HER husband , the said CARRIE N. KANNARD , 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 27 day of MARCH , 1928 .

My commission expires on the 19TH day of JULY , 1928 . (Seal) LOUISE SOWELL
Notary Public.

STATE OF TENNESSEE, ~~XXXXXXXX~~ COUNTY.

Personally appeared before me, W T RAY , a Notary Public in and for said County and State, the within-named NELLIE WILLIAMS BROWDER AND HUSBAND R . M. BROWDER the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And NELLIE WILLIAMS BROWDER R M BROWDER , wi FE of the said having appeared before me privately and apart from HER husband , the said NELLIE WILLIAMS BROWDER , 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 MONTEREY , Tennessee, this 3 day of MARCH, , 19 28

My commission expires on the 8 day of MAY , 19 29. (Seal) W T RAY
Notary Public.

REC'D OCT 11, 1928 AT 1:35 P. M.