Steger-Miller

NO. 37645 RECORDED NOV 27, 1928. R.B.RANDOLPH ET UX TO JAKE WILLIAMS ET UX.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of TWO THOUSAND FIVE HUNDRED ($2500.00) AND NO/100 DOLLARS of which ONE HUNDRED FIFTY ($150.00) AND NO/100 DOLLARS has been paid in cash by JAKE WILLIAMS AND WIFE WILLIA WILLIAMS, the receipt of which is hereby acknowledged, and for the remainder THE SAID JAKE WILLIAMS AND WIFE WILLIA WILLIAMS

ASSUME AND AGREE TO PAY A NOTE FOR $850.00, DATED OCT 13, 1928 AND DUE THREE YEARS AFTER DATE, WITH INTEREST FROM DATE AT THE RATE OF 6% PER ANNUM, PAYABLE SEMI-ANNUALLY AND SECURED BY DEED OF TRUST EXECUTED BY R.B.RANDOLPH AND WIFE MAGGIE RANDOLPH TO THOS.H.WARREN, TRUSTEE, OF RECORD IN BOOK 732, PAGE 457, REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE; AND FOR THE REMAINDER THES AID JAKE WILLIAMS AND WIFE WILLIA WILLIAMS, HAVE EXECUTED THEIR NOTE OF EVEN DATE HEREWITH IN THE SUM OF $150.00, DUE 45 DAYS AFTER DATE, WITH INTEREST; THE SAID JAKE WILLIAMS AND WIFE WILLIA WILLIAMS HAVE ALSO EXECUTED THEIR SIXTY-SEVEN JOINT PROMISSORY NOTES OF EVEN DATE HEREWITH, THE FIRST SIXTY-SIX OF SAID NOTES BEING FOR THE PRINCIPAL SUM OF $20.00 EACH AND THE LAST NOTE BEING IN THE PRINCIPAL SUM OF $20.00 EACHAND THE LAST NOTE BEING IN THE PRINCIPAL SUM OF $30.00, BUT THE INTEREST HAS BEEN COMPUTED AND ADDED IN THE FACE OF EACH NOTE MAKING THE FIRST NOTE FOR $26.75 AND EACH SUCCEEDING NOTE DECREASING 10 CENTS EACH MONTH EXCEPT THE LAST NOTE WHICH IS FOR $30.15, THE FIRST NOTE FALLING DUE NOV.15,1928 AND THE OTHERS MONTHLY THEREAFTER,

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, R.B.RANDOLPH AND WIFE MAGGIE F.RANDOLPH,

have this day bargained and sold, and do hereby transfer and convey, unto the said JAKE WILLIAMS AND WIFE WILLA WILLIAMS, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO.23 ON THE PLAT OF A SUBDIVISION OF LOT NO.3, HARDING LYTLE TRACT, AS OF RECORD IN BOOK 547, PAGE 72, REGISTERS OFFICE FOR SAID COUNTY.

SAID LOT NO.23 FRONTS 50 FEET ON THE NORTHERLY SIDE OF MORENA STREET AND RUNS BACK 164 FEET, MORE OR LESS, ON THE EAST LINE AND 164.35 FEET, MORE OR LESS, ON THE WEST LINE, TO AN ALLEY AND SHOWS 50 FEET ON SAID ALLEY.

BEING PART OF THESAME PROPERTY CONVEYED TO R.B.RANDOLPH AND WIFE BY DEED FROM N.B.HAYS SR., AND WIFE OF RECORD IN BOOK 814, PAGE 90, SAID REGISTERS OFFICE.

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge the same in full. This ____ day of NOV 1935

Attest: [illegible] Deputy Register

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JAKE WILLIAMS AND WIFE WILLIA WILLIAMS, 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

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said JAKE WILLIAMS AND WIFE, WILLA WILLIAMS, 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 JAKE WILLIAMS AND WIFE WLLA WILLIAMS do hereby transfer and convey unto THOS.H.WARREN, 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 JAKE WILLIAMS AND WIFE WILLAA WILLIAMS, 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 $ 1750.00 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 JAKE WILLIAMS AND WIFE WILLIA WILLIAMS, 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 JAKE WILLIAMS AND WIFE WILLIA WILLIAMS, 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 THOS.H.WARREN 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 R.B.RANDOLPH AND WIFE MAGGIE F.RANDOLPH and JAKE WILLIAMS AND WIFE WILLIA WILLIAMS, hereunto set our hands at NASHVILLE, Tennessee, this the 15TH day of OCTOBER, 1928.

R.B.RANDOLPH
MAGGIE F.RANDOLPH
JAKE WILLIAMS
WILLIA WILLIAMS

CERTIFICATE OF ACKNOWLEDGMENT.
STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, H.J.LOVELACE, a Notary Public in and for said County and State, the within-named JAKE WILLIAMS AND WIFE WILLIA WILLIAMS the bargainor-, with whom I am personally acquainted, and who acknowledged that ------- executed the within instrument for the purposes therein contained.

And WILLIA WILLIAMS, wife of the said JAKE WILLIAMS having appeared before me privately and apart from HER husband, the said WILLIA WILLIAMS, 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 10 day of NOV, 1928.
My commission expires on the 7 day of JULY, 1928. (Seal) H.J.LOVELACE
Notary Public.

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC
STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, H.J.LOVELACE, a Notary Public in and for said County and State, the within-named R.B.RANDOLPH AND WIFE MAGGIE F.RANDOLPH the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And MAGGIE F.RANDOLPH, wife of the said R.B.RANDOLPH having appeared before me privately and apart from HER husband, the said MAGGIE F.RANDOLPH, acknowledged the execution of the said instrument to have been done by THEM 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 3 day of NOV., 1928.
My commission expires on the 7TH day of JULY, 1931. (Seal) H.J.LOVELACE
Notary Public.

RECD NOV 16, 1928 AT 9.55 A.M.