282

Steger-Miller

NUMBER 34404

BETTIE LEE THORNE

RECORDED SEPT.,8TH.,1928

TO DEED ETHERIDGE JOHNSON

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of FIVE THOUSAND ($5000.00) DOLLARS
of which FIVE HUNDRED ($500.00) DOLLARS has been paid in cash by
ETHERIDGE JOHNSON, the receipt of which is hereby acknowledged, and for the remainder
FORTH FIVE HUNDRED ($4500.00) DOLLARS
the said ETHERIDGE JOHSON HAS THIS DAY EXECUTED HIS 90 PROMISSORY NOTES PAYABLE TO THE ORDER
OF BETTIE LEE THORN, MONTHLY AFTER DATE. SAID NOTES ARE IN THE SUM OF FIFTY ($50.00) DOLLAR
EACH AND DO NOT BEAR INTEREST UNTIL AFTER MATURITY, AS THE INTEREST HAS BEEN CALCULATED AND
ADDED INTO THE FACE OF EACH NOTE, THE FIRST ONE OF SAID NOTES FALLS DUE OCTOBER 4,1928 AND IS
IN THE SUM OF SEVENTY TWO AND 50/100 ($72.50) DOLLARS, AND ONE UPON THE 4TH DAY OF EACH
CONSECUTIVE MONTH THEREAFTER, DECREASING 25 CENTS PER MONTH, THE LAST OF 90TH NOTE BEING IN
THE SUM OF FIFTY AND 25/100 ($50.25) DOLLARS. THE SAID ETHERIDGE JOHNSON ASSUMES ALL TAXES
UPON THE WITHIN DESCRIBED PROPERTY FOR THE YEAR 1928....

I declare that I am the true and lawful holder of the [illegible] and hereby acknowledge the satisfaction thereof secured by the instrument within recorded, and discharge of the lien to secure the same. This 1st day of Dec 1933.
Attest: [illegible] DEPUTY REGISTER

NASHVILLE TRUST CO.
By [illegible] Asst. Secy.

AFTER MATURITY

all of said notes bearing six per cent interest [illegible], 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, MRS. BETTIE LEE THORNE, A WIDOW

have this day bargained and sold, and do hereby transfer and convey, unto the said ETHERIDGE JOHNSON, HIS heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO.30, AND THE SOUTHERLY PART OF LOT NO.29, AND THE WESTERLY PART OF LOT NO.28, IN THE DIXIE PURE FOOD COMPANYS PLAN, AS OF RECORD IN BOOK 161 PAGE 113, OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY,TENNESSEE, AND BEING MORE PARTICULARLY DESCRIBED AS A WHOLE AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT NO.30, SAID CORNER BEING THE INTERESECTION OF THE NORTH MARGIN OF HALMINS OR ANDERSONS LANE, WITH THE EAST MARGIN OF PIERCE AVENUE; RUNNING WITH THE EAST MARGIN OF SAID AVENUE N.1 DEGREE EAST 833 FEET TO THE SOUTH MARGIN OF PARK AVENUE; THENCE WITH THE SOUTH MARGIN OF PARK AVENUE S. 88 DEGREES EAST 548 FEET TO A FENCE, CORNER; THENCE WITH THE FENCE SOUTH 5½ DEGREES WEST 811.5 FEET TO THE NORTH MARGIN OF HAMLINS OR ANDERSONS LANE, THENCE WITH THE NORTH MARGIN OF SAID LANE 89½ DEGREES WEST 472 FEET TO THE BEGINNING, CONTAINING 9.59 ACRES ACCORDING TO SURVEY OF ERLE DRAKE MADE SEPT.,3,1928, AND BEING A PART OF THE SAME PROPERTY CONVEYED TO BETTIE LEE THORNE BY MARY E.WILLIAMS ET AL., BY DEED DATED JULY 26,1919, AND OF RECORD IN BOOK 533 PAGE 300, OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY,TENNESSEE, AND THE SAME PROPERTY CONVEYED TO BETTIE LEE THORNE BY G.M.WISE AND WIFE MARY WISE, BY DEED DATED FEBRUARY 25,1921, AND RECORDED IN BOOK NO.564 PAGE 93, OF THE REGISTERS 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 ETHERIDGE JOHNSON, HIS heirs and assigns, forever, I DO 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 FOR TAXES FOR THE YEAR 1928

I DO further covenant and bind MYSELF, MY heirs and representatives, to warrant and forever defend the title to said real estate to said ETHERIDGE JOHNSON, HIS 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 ME in hand paid I, the said ETHERIDGE JOHNSON, AN UNMARRIED MAN OF LAWFUL AGE... do hereby transfer and convey unto THEO.W.ECKHARDT, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.

I declare that I am the true and lawful holder of the [illegible] and hereby acknowledge the satisfaction thereof secured by the instrument within recorded, and discharge of the lien to secure the same. This 1st day of Dec 1933.
Attest: [illegible] DEPUTY REGISTER

I, the said ETHERIDGE 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 $ 2000.00 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.

I 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 I 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 I, the said ETHERIDGE 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 I 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, I 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.

I 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. I 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 ETHERIDGE JOHNSON, HIS 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 THEO.W.ECKHARDT 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.BETTIE LEE THORNE A WIDOW and ETHERIDGE JOHNSON, AN UNMARRIED MAN OF LAWFUL AGE, hereunto set our hands at NASHVILLE, Tennessee, this the 4TH day of SEPTEMBER, 19 28

BETTIE LEE THORN

ETHERIDGE JOHNSON

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, LOTA T.BEASLEY, a Notary Public in and for said County and State, the within-named MR. BETTIE LEE THORNE A WIDOW, AND ETHERIDGE JOHNSON, AN UNMARRIED MAN OF LAWFUL AGE the bargainor s, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And , wi of the said having appeared before me privately and apart from husband, the said , acknowledged the execution of the said instrument to have been done by freely, voluntarily, and understandingly, without compulsion or constraint from said husband, and for the purposes therein expressed.

Witness my hand and official seal at NASHVILLE, Tennessee, this 4TH day of SEPT., , 19 28.

My commission expires on the 8TH day of OCT., , 19 29. (Seal) LOLA T.BEASLEY...
Notary Public.

I declare that I am the true and lawful holder of the [illegible] and hereby acknowledge the satisfaction thereof secured by the instrument within recorded, and discharge of the lien to secure the same. This 7th day of Dec 1933.
Attest: [illegible] DEPUTY REGISTER

REC'D. FOR RECORD SEPT.,5TH.,1928 AT 3:50 P.M.