Steger-Miller

No. 35200 RECORDED OCT 1, 1928. E.E.CRITTENDEN ET UX TO D.C.BARRETT ET AL

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ($6500.00) SIXTY FIVE HUNDRED & NO/100 DOLLARS of which FIVE HUNDRED & NO/100 DOLLARS has been paid in cash by D.C.BARRETT AND MRS.A.E.BARRETT, the receipt of which is hereby acknowledged, and for the remainder ($4200.00) FORTY TWOHUNDRED & NO/100 DOLLARS the said D.C.BARRETT AND MRS.A.E.BARRETT

HAS EXECUTED AND DELIVERED THEIR 120 PROMISSORY NOTES OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF E.E.CRITTENDON, THE FIRST OF SAID NOTES BEING FOR THE SUM OF $56.00 AND EACH SUCCEEDING NOTE RESPECTIVELY THEREAFTER BEING FOR AN AMOUNT 17½ CENTS LESS THAN THE PRECEDING NOTE, THE FIRST OF SAID NOTES FALLS DUE OCT 12, 1928, AND THE OTHERS ONE ON THE 12TH DAY OF EACH AND EVERY SUCCEEDING MONTH RESPECTIVELY THEREAFTER UNTIL ALL MATURE, AND NONE OF SAID NOTES BEARING INTEREST EXCEPT AFTER MATURITY, THE INTEREST BEING COMPUTED AND ADDED INTO THE FACE OF EACH NOTE, AND FOR THE BALANCE THE SAID D.C.BARRETT AND MRS.A.E.BARRETT, ASSUMES AND AGREES TO PAY $1800.00 AND INTEREST JULY 1ST, 1928 SECURED BY DEED OF TRUST ON THE WITHIN DESCRIBED PROPERTY PAYABLE TO THE ORDER OF THE NATIONAL LIFE & ACCIDENT INS.CO. RECORDED IN BOOK 608, PAGE 250, R.O.D.C.TENN., WHICH IS PART OF A $2500.00 LOAN.

all of said notes bearing six per cent interest from ~~date~~ AFTER MATURITY, 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, ERNEST E.CRITTENDEN AND WIFE MAMIE CRITTENDEN

have this day bargained and sold, and do hereby transfer and convey, unto the said D.C.BARRETT AND MRS.A.E.BARRETT, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING A PART OF LOT NO.3, ON THE PLAN OF THE SUBDIVISION OF THE DR. WILLIAM WILLIAMS LAND, AS OF RECORD IN PLAN BOOK 2, PAGE 128, CHANCERY COURT AT NASHVILLE, DESCRIBED AS FOLLOWS; BEGINNING IN THE CENTER OF GREENLAND AVE., AT THE N.E.CORNER OF LOT NO.36 ON THE PLAN OF SUBDIVISION OF THE WEST PART OF SAID LOT NO.3 AS OF RECORD IN BOOK 421, PAGE 40, REGISTERS OFFICE FOR SAID COUNTY; THENCE WITH THE EAST LINE OF SAID LOT NO.36 SOUTHERLY 440 FEET TO THE SOUTH LINE OF ORIGINAL LOT NO.3; THENCE WITH SAID LINE EASTERLY 297 FEET TO AGREE'S S.W.CORNER; THENCE WITH HIS WESTERLY LINE, NORTHERLY 440 FEET TO THE CENTER OF SAID AVENUE; THENCE WITH THE CENTER OF SAID AVENUE WESTERLY 297 FEET TO THE BEGINNING, AND CONTAINING 3 ACRES, BEING THE SAME PROPERTY CONVEYED TO E.E.CRITTENDEN AND WIFE MAMIE CRITTENDEN, BY DEED FROM N.C. ALLEN AND WIFE RECORDED IN BOOK 612, PAGE 335, R.O.D.C.TENNESSEE.

THE PURCHASER AGREES TO PAY 1928 STATE AND COUNTY TAXES.

Attest: _____ DeWitt Register

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 in charge of the lien to secure the same in full. This 8 day of Oct. 1929

E.E.Crittenden

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said D.C.BARRETT AND MRS.A.E.BARRETT, 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 D.C.BARRETT AND MRS.A.E.BARRETT, 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 D.C.BARRETT AND MRS.A.E.BARRETT,

do hereby transfer and convey unto J.P.ELLIS, 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 D.C.BARRETT AND MRS.A.E.BARRETT, 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 $4000.00 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 D.C.BARRETT AND MRS.A.E.BARRETT, 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, IF 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 D.C.BARRETT AND MRS.A.E.BARRETT, 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 J.P.ELLIS 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 ERNEST E.CRITTENDEN AND WIFE MAMIE CRITTENDEN and D.C.BARRETT AND MRS.A.E.BARRETT, hereunto set our hands at NASHVILLE, Tennessee, this the 12TH day of SEPT, 1928.

ERNEST E.CRITTENDEN
MAMIE CRITTENDEN
D.C.BARRETT
MRS.A.E.BARRETT

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, J.E.JOHNSON, a Notary Public in and for said County and State, the within-named ERNEST E.CRITTENDEN AND WIFE MAMIE CRITTENDEN, D.C.BARRETT AND MRS.A.E. BARRETT the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And MAMIE CRITTENDEN, wife of the said ERNEST CRITTENDEN having appeared before me privately and apart from HER husband, the said MAMIE CRITTENDEN, 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 15TH day of SEPT., 1928.

My commission expires on the 6 day of OCT, 1930. (Seal) J.E.JOHNSON
Notary Public.

RECD SEPT 22, 1928 AT 11.51 P M