383 ✓ NO. 35621 RECORDED OCT 5, 1928. ED.F.JAKES ET UX TO MOSES H.WADE, ET UX.

Steger-Miller

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ($1600.00) SIXTEEN HUNDRED DOLLARS of which ONE HUNDRED DOLLARS has been paid in cash by MOSES H.WADE AND WIFE ARRETTA WADE, the receipt of which is hereby acknowledged, and for the remainder OF ($1500.00) FIFTEEN HUNDRED DOLLARS the said MOSES H.WADE AND WIFE ARRETTA WADE HAVE EXECUTED TO ED.F.JAKES, THEIR 125 PROMISSORY NOTES OF EVEN DATE HEREWITH FOR $12 EACH PAYABLE MONTHLY. BUT THE INTEREST AT 6% HAS BEEN COMPUTED ON THE WHOLE AND ADDED INTO THE FACE OF EACH NOTE AND THE LARGEST NOTE MADE PAYABLE FIRST, AND EACH SUCCEEDING NOTE IS FOR AN AMOUNT SIX CENTS LESS THAN THE PRECEDING NOTE.

THE FIRST ONE OF SAID NOTES IS FOR $19.50 FALLING DUE ON THE 10TH DAY OF MARCH 1928, AND THE OTHERS CONSECUTIVELY ON THE 10TH DAY OF EACH SUCCEEDING MONTH THEREAFTER UNTIL ALL ARE FULLY PAID.

SAID NOTES BEAR INTEREST AT 6% ONLY AFTER MATURITY.

all of said notes bearing six per cent interest from MATURITY 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, ED.T.JAKES AND WIFE EFFIE HAYS JAKES have this day bargained and sold, and do hereby transfer and convey, unto the said MOSES H.WADE & WIFE, ARRETTA WADE, SHARE AND SHARE ALIKE, IN THE EVENT OF THE DEATH OF EITHER THE SURVIVOR BECOMES SOLE OWNER OF THE PROPERTY HEREIN CONVEYED, THEIR, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO.5 ON THE MAP OF THE BRANSFORD REALTY COMPANY'S RE-SUBDIVISION OF PART OF WESKLEY & WARREN'S SUBDIVISION OF BLOCK "D", HERMITAGE ADDITION, AS OF RECORD IN BOOK NO.[illegible] PAGE 58, R.O.D.C.TENN.

SAID LOT NO. 5 FRONTS 33 FEET ON THE SOUTHERLY SIDE OF FAIN STREET, OR HERMITAGE AVENUE, AND RUNS BACK BETWEEN PARALLEL LINES 190 FEET TO AN ALLEY.

BEING PART OF THE SAME PROPERTY CONVEYED BY DEED OF WILLIAM BOYD AND WIFE ANNIE BOYD, TO ED.F.JAKES AND WIFE, EFFIE HAYS JAKES, AS RECORDED IN BOOK NO.566, PAGE 580, OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

THE PURCHASER HEREOF ASSUMES PAYMENT OF THE TAXES FOR 1928.

I declare that I am the true and lawful holder of this claim secured by the instrument within recorded, and hereby authorize the same to be satisfied of record.

Attest: [signature] Register

By [signature] D.C.

Oct 5 1928

Ed F Jakes

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said MOSES H.WADE AND WIFE ARRETTA WADE, SHARE AND SHARE ALIKE, IN EVENT OF THE DEATH OF EITHER THE SURVIVOR BECOMES SOLE OWNER OF THE PROPERTY HEREIN CONVEYED, 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 MOSES H.WADE AND WIFE, ARRETTA WADE, 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 MOSES H.WADE AND WIFE ARRETTA WADE do hereby transfer and convey unto RUFUS GANN, 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 MOSES H.WADE AND WIFE ARRETTA WADE 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 $ 1000 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 SHALL 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 MOSES H.WADE AND WIFE ARRETTA WADE, 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 MOSES H.WADE AND WIFE OR THEIR LEGAL 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 RUFUS GANN 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 ED.F.JAKES AND WIFE EFFIE HAYS JAKES and MOSES H.WADE AND WIFE ARRETTA WADE, hereunto set our hands at NASHVILLE, Tennessee, this the 10 day of FEBRUARY, 1928.

ED.F.JAKES
EFFIE HAYS JAKES
MOSES H.WADE
ARRETTA WADE.

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, R.E.DOUGLASS, a Notary Public in and for said County and State, the within-named ED.F.JAKES AND WIFE EFFIE HAYS JAKES AND MOSES H.WADE AND WIFE ARRETTA WADE the bargainors, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And EFFIE HAYS JAKES AND ARRETTA WADE, WIVES of the said ED.T.JAKES AND MOSSES H.WADE RESPECTIVELY having appeared before me privately and apart from THEIR husbands, the said EFFIE HAYS JAKES AND ARRETTA WADE, acknowledged the execution of the said instrument to have been done by THEM freely, voluntarily, and understandingly, without compulsion or constraint from THEIR said husbands, and for the purposes therein expressed.

Witness my hand and official seal at NASHVILLE, Tennessee, this 13 day of FEB. 1928.

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

RECD OCT 1, 1928 AT 9.30 A.M.