NO. 31852 RECORDED JULY 20, 1928. GUY CARTER ET AL TO C.N.REYNOLDS ET UX.

Steger-Miller

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of THIRTY-FIVE HUNDRED ($3500.00) DOLLARS of which TWO HUNDRED THIRTY AND 33/100 ($230.33) DOLLARS has been paid in cash by C.N.REYNOLDS AND WIFE HAZEL C.REYNOLDS, the receipt of which is hereby acknowledged, and for the remainder THIRTY-TWO HUNDRED THIRTY-SIX AND 67/100 ($3266.67) DOLLARS the said C.N.REYNOLDS AND WIFE HAZEL C.REYNOLDS HAVE FOR A PART OF SAID REMAINDER ASSUMED AND AGREED TO PAY ONE MORTGAGE LOAN IN THE SUM OF TWENTY-ONE HUNDRED THIRTY-FIVE DOLLARS ($2135.00) SAID LOAN IS SECURED BY DEED OF TRUST TO E.E.MURRAY, TRUSTEE, AS OF RECORD IN BOOK NO.696, PAGE 359, REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE, INTEREST ON SAID LOAN AND A PAYMENT ON THE PRINCIPAL OF SIXTY-FIVE ($65.00) DOLLARS FALLS DUE EACH FEBRUARY AND AUGUST AND BEARS DATE OF APRIL 21, 1927, AND EXTENDS OVER A PERIOD OF FIFTEEN YEARS FROM THAT DATE, FOR THE AMOUNT STILL REMAINING, ELEVEN HUNDRED THIRTY-FOUR DOLLARS AND SIXTY SEVEN CENTS, THEY HAVE EXECUTED THEIR FORTY-SEVEN NOTES, TEN OF WHICH ARE IN THE SUM OF TWENTY DOLLARS EACH, THIRTY-SIX IN THE SUM OF TWENTY-FIVE DOLLARS EACH AND ONE FOR THIRTY-FOUR DOLLARS AND SIXTY-SEVEN CENTS, ALL OF SAID NOTES ARE MADE PAYABLE TO GUY CARTER, OR ORDER AND FALL DUE MONTHLY, THE FIRST ONE ON THE 15TH DAY OF JULY, 1928, ONE OTHER ON THE 15TH DAY OF EACH SUCCEEDING MONTH THEREAFTER UNTIL ALL ARE PAID, EXCEPT FOR THE MONTHS FEBRUARY AND AUGUST OF EACH YEAR ON WHICH NONE OF THESE NOTES FALL DUE.

I declare that I am the [illegible] recorded, and hereby [illegible] the same in full. This 2[illegible] day of [illegible]

[illegible]

Witness: [illegible]

[illegible]

all of said notes bearing six per cent interest from date, and providing for payments of attorney's fees; and to secure the payment said notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed WE, GUY CARTER, UNMARRIED AND MRS.REBECCA A.CARTER, A WIDOW, BEING THE SON AND ONLY HEIR AND WIFE RESPECTIVELY OF S.CARTER, DECEASED, have this day bargained and sold, and do hereby transfer and convey, unto the said C.N.REYNOLDS AND WIFE HAZEL C.REYNOLDS heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO.55 ON THE PLAN OF DR.E.T.BROWN'S SUBDIVISION OF LOTS NOS. 21 AND 26 INCLUSIVE IN THE BROWNSVILLE ADDITION, AS OF RECORD IN BOOK NO.332, PAGE 91, REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

SAID LOT NO.56, FRONTS 50 FEET ON THE NORTHERLY SIDE OF DOUGLAS AVENUE AND RUNS BACK BETWEEN PARALLEL LINES 170 FEET TO AN ALLEY, BEING THE SAME PROPERTY CONVEYED TO S.CARTER BY DEED OF HINDS REALTY COMPANY AS OF RECORD IN BOOK 739, PAGE 363, 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 C.N.REYNOLDS AND WIFE HAZEL C.REYNOLDS, 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 HEREIN STATED, AND TAXES FOR 1928 WHICH GRANTEES ASSUME AND AGREE TO PAY.

WE further covenant and bind OURSELVES OUR heirs and representatives, to warrant and forever defend the title to said real estate to said C.N.REYNOLDS AND WIFE, HAZEL C.REYNOLDS, 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 C.N.REYNOLDS AND WIFE HAZEL C. REYNOLDS do hereby transfer and convey unto B.R.KENNEDY, 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 C.N.REYNOLDS AND WIFE HAZEL C.REYNOLDS, 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 $ 2500.00 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 C.N.REYNOLDS AND WIFE HAZEL C.REYNOLDS, 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 C.N.REYNOLDS AND WIFE HAZEL C.REYNOLDS, OR 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 B.R.KENNEDY 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 GUY CARTER AND MRS.REBECCA A.CARTER and C.N.REYNOLDS AND WIFE HAZEL C.REYNOLDS, hereunto set our hands at NASHVILLE, Tennessee, this the 13TH day of JUNE, 1928.

GUY CARTER
REBECCA A.CARTER
C.N.REYNOLDS
HAZEL C.REYNOLDS

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, W.H.PERRY, a Notary Public in and for said County and State, the within-named GUY CARTER, UNMARRIED, MRS.REBECCA A.CARTER, A WIDOW, AND C.N.REYNOLDS AND WIFE HAZEL C.REYNOLDS the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And HAZEL C.REYNOLDS, WIFE of the said C.N.REYNOLDS having appeared before me privately and apart from HER husband, the said HAZEL C.REYNOLDS, 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 13TH day of JUNE, 1928.

My commission expires on the 8 day of OCT, 1930. (Seal) W.H.PERRY
Notary Public.

RECD JULY 9, 1928 AT 9.45 A.M.