NO. 42636 RECORDED APRIL 10, 1929. J.L.SMITH ET UX TO RANAL TALLEY ET ALS.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of $1200.00 TWELVE HUNDRED AND NO/100 DOLLARS
of which TWO HUNDRED ($200.00) AND NO/100 DOLLARS has been paid in cash by
RANAL TALLEY AND WIFE ELPHINA TALLEY AND JOHN TALLEY, the receipt of which is hereby acknowledged, and for the remainder
$1000.00 ONE THOUSAND AND NO/100 DOLLARS
the said RANAL TALLEY AND WIFE ELPHINA TALLEY AND JOHN TALLEY,
HAVE EXECUTED THEIR FORTY TWO (42) JOINT PROMISSORY NOTES OF EVEN DATE HEREWITH, OF WHICH FORTY ONE (41) OF SAID NOTES ARE EACH IN THE SUM OF TWENTY FOUR DOLLARS ($24.00) ONE THE LAST NOTE IN THE SUM OF SIXTEEN DOLLARS ($16.00) THE FIRST ONE OF SAID NOTES DUE AND PAYABLE ON THE 1ST DAY OF APRIL 1929 THE OTHERS ONE ON OR BEFORE THE 1ST DAY OF EACH AND EVERY MONTH THEREAFTER UNTIL ALL OF SAID NOTES SHALL BECOME DUE AND PAYABLE ALL OF WHICH ARE DUE AND PAYABLE TO J.L.SMITH.

all of said notes bearing six per cent interest from 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 in expressly retained on the land herein conveyed

WE, J.L.SMITH AND WIFE MATTIE MAUD SMITH,

have this day bargained and sold, and do hereby transfer and convey, unto the said RANAL TALLEY AND WIFE ELPHINA TALLEY AND JOHN TALLEY UNMARRIED, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE NORTHERLY PART OF LOT NO.383 IN MCGAVOCK WETMORE'S AND OTHERS ADDITION "CALLED THE ADDITION TO THE TOWN OF MCGAVOCK, A PLAN OF WHICH ADDITION IS OF RECORD IN BOOK NO.21, PAGE 41, OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY, TENN.

SAID NORTHERLY PART OF LOT NO. 383 FRONTS 25 FEET ON THE WESTERLY SIDE OF 17TH AVENUE NORTH, AND RUNS BACK BETWEEN PARALLEL LINES 170 FEET MORE OR LESS, TO AN ALLEY. AND FURTHER DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A POINT ON THE WESTERLY MARGIN OF 17TH AVENUE NORTH, FORMERLY JAMES STREET, 75 FEET NORTHERLY FROM COCKRILL STREET AND THE SAID 17TH AVENUE NORTH; THENCE WESTERLY AND PARALLEL WITH THE SAID COCKRILL STREET 170 FEET MORE OR LESS TO AN ALLEY; THENCE WITH THE EASTERLY LINE OF SAID ALLEY AND NORTHERLY 25 FEET TO A POINT; THENCE EASTERLY AND WITH THE LINE BETWEEN LOTS 383 AND 384 IN SAID ADDITION 170 FEET MORE OR LESS, TO THE WESTERLY MARGIN OF SAID 17TH AVENUE NORTH, THENCE SOUTHERLY AND WITH SAID WESTERLY MARGIN OF SAID 17TH AVENUE NORTH 25 FEET TO THE PLACE OF BEGINNING, AND BEING THE SAME PROPERTY THAT WAS CONVEYED BY CORRECTED DEED AS OF RECORD IN BOOK NO.515, PAGE 73, REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE. AND BEING THE SAME PROPERTY CONVEYED BY DEEDS IN THE LAST SEVEN CONVEYANCES AS FOLLOWS: SEE BOOKS 620,654,675, 742,741, 796, AND 838 PAGES 305,354,398,182 440, 34 AND 37, OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY TENNESSEE, IN WHICH DEEDS BEING BEING DESCRIBED AS 25 FEET FRONT BUT CALLED THE NORTHERLY ONE-HALF OF LOT NO.383 WHEN IN FACT THE SAME IS BUT THE NORTHERLY TWENTY FIVE FEET OF LOT NO.383 IN SAID ADDITION. THE PURCHASERS HEREIN ASSUME THE PAYMENT OF ALL TAXES FOR THE YEAR OF 1929 ON SAID PROPERTY.

Received for the true and full holder of the claim secured by the instrument within redeemed, and hereby acknowledge the release of the lien thereof and discharge of the same in full. This 20 day of May, 1932

Attest: J.L.Smith
DEPUTY REGISTER

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said RANAL TALLEY AND WIFE ELPHINA TALLEY AND JOHN TALLEY, 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 RANAL TALLEY AND WIFE ELPHINA TALLEY AND JOHN TALLEY, 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 non payment of said notes as they mature, as hereinafter provided, and for the consideration of One Dollar to US in hand paid WE, the said RANAL TALLEY AND WIFE ELPHINA TALLEY AND JOHN TALLEY, ALL OF LEGAL AGE AND THE SAID JOHN TALLEY, UNMARRIED, do hereby transfer and convey unto THOMAS GUTHRIE, 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 RANAL TALLEY AND WIFE ELPHINA TALLEY AND JOHN TALLEY 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 $800.00 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 assessments therein, 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 RANAL TALLEY AND WIFE ELPHINA TALLEY, JOHN TALLEY, 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 conveyance.

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 RANAL TALLEY, ELPHINA TALLEY AND JOHN TALLEY, 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 THOMAS GUTHRIE 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 J.L.SMITH AND WIFE MATTIE MAUD SMITH RANAL TALLEY and WIFE, ELPHINA TALLEY AND JOHN TALLEY, UNMARRIED, , hereunto set our hands at NASHVILLE, Tennessee, this the 1ST day of MARCH, 1929.

J.L.SMITH
MATTIE MAUDE SMITH
RANAL TALLEY
ELPHINA TALLEY
JOHN TALLEY

Acknowledgment Before Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, FRED K.JONES, , a Notary Public in and for said County and State, the within-named J.L.SMITH AND WIFE MATTIE MAUD SMITH, RANAL TALLEY AND WIFE ELPHINA TALLEY AND JOHN TALLEY the bargainors, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And MATTIE MAUD SMITH AND ELPHINA TALLEY, WIVES of the said J.L.SMITH AND RANAL TALLEY having appeared before me privately and apart from THEIR husbands, the said MATTIE MAUD SMITH AND ELPHINA TALLEY, , 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 25TH day of MARCH, 1929.

My commission expires on the 12TH day of OCTOBER, 1931. (Seal) FRED K.JONES
Notary Public.

RECD MARCH 27, 1929 AT 11.10 A.M.