NO.61233 RECORDED JUNE 27, 1930. GEO.B.GRAVES, ET AL TO R.L.ESTES.

# INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of $8500.00 EIGHTY FIVE HUNDRED AND NO/100 DOLLARS of which ($250.00) TWO HUNDRED FIFTY AND NO/100 DOLLARS has been paid in cash by R.L.ESTES, , the receipt of which is hereby acknowledged, and for the remainder $8250.00 EIGHTY TWO HUNDRED FIFTY AND NO/100 DOLLARS the said R.L.ESTES

HAS ASSUMED AND AGREED TO PAY AN INDEBTEDNESS OF $5.000.00 PAYABLE TO THE MORTGAGE LOAN TRUST COMPANY, EVIDENCED BY 3 NOTES DATED APRIL 17, 1930, 2 NOTES FOR THE SUM OF $250.00 EACH, AND ONE NOTE FOR $4500.00, DUE RESPECTIVELY, 3, 4, AND 5 YEARS FROM DATE, WITH INTEREST FROM DATE, SAID INDEBTEDNESS BEINGS ECURED BY DEED OF TRUST FROM GEO.B.GRAVES AND OTHERS TO R.W.BRATTON, TRUSTEE, OF RECORD IN BOOK 680, P. 372, R.O.D.C.TENNESSEE, AND FOR THE REMAINDER THE SAID R.L. ESTES HAS EXECUTED HIS ONE PROMISSORY NOTE OF EVEN DATE HEREWITH FOR THE SUM OF $250.00, SAID NOTE BEING DUE OCT 1, 1930, AND BEARS INTEREST FROM JULY 1, 1930 AND HIS 106 PROMISSORY NOTES FOR THE SUM OF $35.00 EACH, EXCEPT THE LAST NOTE WHICH IS FOR THE SUM OF $41.04, THE FIRST OF SAID NOTES BEING DUE AUG. 1, 1930, AND ONE ON THE FIRST DAY OF EACH MONTH THEREAFTER UNTIL ALL ARE DUE AND PAYABLE. SAID MONTHLY PAYMENT NOTES DO NOT BEAR INTEREST UNTIL AFTER MATURITY, THE INTEREST HAVING BEEN COMPUTED AND ADDED IN THE FACE OF SAID NOTES, ALL OF SAID NOTES BEING PAYABLE TO THE ORDER OF GEO.B.GRAVES & G.O.GREGORY,

all of said notes being payable at interest 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, GEO.B.GRAVES & WIFE, ANNE C.GRAVES, AND G.O.GREGORY & WIFE, IOLA G.GREGORY,

have this day bargained and sold, and do hereby transfer and convey, unto the said

R.L.ESTES, HIS, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO.26 IN BLOCK "H" AS SHOWN ON THE PLAN OF CHEROKEE PARK, A SUBDIVISION OF LOTS NEAR NASHVILLE, IN SAID COUNTY, AS OF RECORD IN BOOK 547, PAGES 175 AND 176 REGISTERS OFFICE FOR SAID COUNTY.

SAID LOT NO.26 FRONTS 60 FEET ON THE NORTHERLY SIDE OF ABERDEEN DRIVE AND RUNS BACK 112.53 FEET ON THE WESTERLY LINE AND 117.03 FEET ON THE EASTERLY LINE TO A DEAD LINE AND MEASURES 65 FEET THEREON.

BEING THE SAME PROPERTY CONVEYED TO GEO.B.GRAVES AND G.O.GREGORY BY DEED FROM B.B.PATTERSON AND WIFE, OF RECORD IN BOOK 782, PAGE 596, SAID REGISTERS OFFICE.

GRANTORS AGREE TO PAY ALL TAXES FOR THE YEAR 1930. IT IS ALSO FURTHER AGREED BY THE GRANTORS HEREIN THAT SAID NOTES PAYABLE TO THEM BEING SECONDARY AND SUBORDINATE TO SAID INDEBTEDNESS OF $5000.00 ABOVE DESCRIBED AND AT THE MATURITY OF SAID $5000.00 INDEBTEDNESS SAID UNPAID NOTES SHALL BE MADE SECONDARY AND SUBORDINATE TO ANY EXTENSION OR RENEWAL OF SAID $5000.00 INDEBTEDNESS FOR ANY PERIOD NOT IN EXCESS OF 5 YEARS AND THE SAID GEO.B.GRAVES AND G.O.GREGORY OR HOLDER AGREE TO JOIN IN ANY EXTENSION OR RENEWAL FOR THE PURPOSE OF MAKING SAID UNPAID NOTES SECONDARY AND SUBORDINATE TO SAID $5000.00 INDEBTEDNESS.

SAID CONVEYANCE IS MADE SUBJECT TO RESTRICTIVE COVENANTS CONTAINED IN THE DEED FROM W.F. RANDOLPH TO B.R.PATTERSON OF RECORD IN BOOK 819, PAGE 155, R.O.D.C.TENNESSEE, DATED SEPT.25, 1928.

ANY OR ALL OF THE ABOVE SERIES OF MONTHLY NOTES MAY BE TAKEN UP AT ANY TIME BEFORE MATURI WITH A DISCOUNT FOR INTEREST BASED ON AMORTIZATION TABLE ON A BASIS OF SIX PER CENT INTEREST PER ANNUM.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said R.L.ESTES, , -- 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 R.L.ESTES, 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 US in hand paid WE, the said R.L.ESTES & WIFE EVA L.ESTES,

do hereby transfer and convey unto GRAVES PATE, , 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 claim secured by this instrument which is recorded, and hereby acknowledge the satisfaction of the same in full. This 12 day of [illegible] 1930



, the said R.L.ESTES, 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 $6500.00 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 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 R.L.ESTES, , 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 conveyance.

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 ME OR MY 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 GRAVES PATE 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 GEO.B.GRAVES & WIFE, ANNE C.GRAVES, & G.O.GREGORY & WIFE, IOLA G. GREGORY AND R.L.ESTES & WIFE, EVA L.ESTES, , hereunto set our hands at NASHVILLE, Tennessee, this the 18 day of JUNE, 1930.

GEO.B. GRAVES
ANNE C.GRAVES
G.O. GREGORY
IOLA G.GREGORY
R.L. ESTES
EVA L.ESTES

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 GEO. B.GRAVES AND WIFE, ANNE C.GRAVES, AND EVA L.ESTES, WIFE OF R.L.ESTES, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And ANNE C.GRAVES AND EVA L.ESTES, GEO.B.GRAVES AND R.L.ESTES, RESPECTIVELY, , wi VES of the said having appeared before me privately and apart from THEIR husband S, the said ANNE C.GRAVES AND EVA L.ESTES, , acknowledged the execution of the said instrument to have been done by THEM freely, voluntarily, and understandingly, without compulsion or constraint from THEIR said husband S, and for the purposes therein expressed.

Witness my hand and official seal at NASHVILLE, Tennessee, this 20 day of JUNE, 1930.
My commission expires on the 6 day of OCT, 1930. (Seal)

R.E.DOUGLASS
Notary Public.

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STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, AMOS L.EDWARDS, , a Notary Public in and for said County and State, the within-named G.O.GREGORY & WIFE IOLA G.GREGORY AND R.L.ESTES, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And IOLA G.GREGORY G.O.GREGORY, , wi FE of the said having appeared before me privately and apart from HER husband, the said IOLA G.GREGORY, , 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 S, and for the purposes therein expressed.

Witness my hand and official seal at NASHVILLE, Tennessee, this 18 day of JUNE, 1930.
My commission expires on the 16 day of JAN, 1932. (Seal)

AMOS L.EDWARDS
Notary Public.

RECD JUNE 23, 1930 AT 3.48 P M