NO. 48174 RECORDED AUGUST 29, 1929, J.E.FOX ET UX TO MINOR W.JOHNSON ET UX.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of $5850.00 FIVE THOUSAND EIGHT HUNDRED FIFTY AND NO/100 DOLLARS of which FOUR HUNDRED ($400.00) AND NO/100 DOLLARS has been paid in cash by MINOR W.JOHNSON AND WIFE, NELLIE M.JOHNSON, , the receipt of which is hereby acknowledged, and for the remainder $5450.00 FIVE THOUSAND FOUR HUNDRED FIFTY AND NO/100 DOLLARS the said MINOR W.JOHNSON AND WIFE NELLIE M.JOHNSON, HAVE ASSUMED THE PAYMENT OF TWENTY NINE HUNDRED DOLLARS ($2900.00) WITH THE INTEREST ON SAME FROM DATE HEREOF, BEING THE SAME SET OUT IN TRUST DEED OF RECORD IN BOOK NO.683, PAGE 333, REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE. AND GRANTEES HEREIN HAVE EXECUTED THEIR SIX FOUR JOINT PROMISSORY NOTES, DATED OCTOBER 1ST, 1929, OF WHICH SIXTY THREE OF SAID NOTES ARE EACH IN THE SUM OF FORTY DOLLARS ($40.00) ONE THE LAST NOTE IN THE SUM OF THIRTY DOLLARS $30.00 THE INTEREST ON THE UNPAID BALANCE FOR THIRTY (30) DAYS TIME HAVE BEEN COMPUTED AND ADDED TO THE FACE OF EACH NOTE THE FIRST NOTE DUE BEING IN THE SUM OF FIFTY TWO AND 75/100 (52.75) DOLLARS AND EACH SUCCEEDING NOTE DECREASING IN THE SUM OF TWENTY CENTS PER MONTH PROVIDED THEY ARE PAID OFF AND DISCHARGED IN THE WAY AND MANNER SAID NOTES ARE EXECUTED, UNTO THE LAST NOTE WHICH NOTE IS IN THE SUM OF THIRTY AND 15/100 ($30.15) DOLLARS, THE FIRST NOTE DUE AND PAYABLE ON OCTOBER 1ST 1929 ONE OTHER NOTE DUE AND PAYABLE ON OR BEFORE THE 1ST DAY OF EACH AND EVERY MONTH THEREAFTER UNTIL ALL PAID, ALL OF SAID NOTES DUE AND PAYABLE TO J.E. FOX AND WIFE VALLEY J.FOX, OR ORDER,

MATURITY,

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 is expressly retained on the land herein conveyed

WE, J.E.FOX AND WIFE VALLEY J.FOX,

have this day bargained and sold, and do hereby transfer and convey, unto the said MINOR W.JOHNSON AND WIFE NELLIE M.JOHNSON, THEIR, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE EAST 51 FEET 11 INCHES OF LOT NO.267 AND THE EAST 51 FEET 11 INCHES OF THE SOUTH 85 FEET OF LOT NO.266 ON THE MAP OF THE INGLEWOOD PLACE, AS OF RECORD IN BOOK NO.332, PAGE 101, OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY, TENN.

SAID PARTS OFSAID LOTS BEGIN AT THE INTERSECTION POINT OF STRATFORD AVENUE AND OXFORD STREET, BEING THE SOUTHEAST CURNER OF LOT NO.267 RUNNING THENCE WESTERLY AND WITH THE NORTH MARGIN OF SAID STRATFORD AVENUE 51 FEET 11 INCHES TO A POINT; THENCE IN A NORTHERLY DIRECTION 51 FEET 11 INCHES FROM AND PARALLEL TO THE WEST MARGIN OF OXFORD STREET 300 FEET TO A POINT; THENCE IN AN EASTERLY PARALLEL WITH AND 25 FEET SOUTH FROM THE NORTH MARGIN OF LOT NO.266, 51 FEET 11 INCHES TO THE WEST MARGIN OF OXFORD STREET; THENCE IN A SOUTHERLY DIRECTION WITH THE WEST MARGIN OF OXFORD STREET 200 FEET TO THE PLACE OF BEGINNING. AND BEING PART OF THE SAME PROPERTY CONVEYED TO J.E.FOX AND WIFE VALLEY J.FOX BY DEED OF RECORD IN BOOK NO.735, PAGE 524, 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 MINOR W.JOHNSON AND WIFE, NELLIE M.JOHNSON, 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 SHOWN HEREIN.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said MINOR W.JOHNSON AND WIFE NELLIE M.JOHNSON, 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 MINOR W.JOHNSON AND WIFE NELLIE M.JOHNSON,

do hereby transfer and convey unto B.J.FOX, , 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 [illegible] secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same. This [illegible] day of [illegible] 1935

Attest: [illegible]

I declare that I am the true and lawful holder of [illegible] secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same. This 10 day of [illegible] 1935

Attest: [illegible]

WE, the said MINOR W.JOHNSON AND WIFE NELLIE M.JOHNSON, 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 $ 4500.00 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 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 MINOR W.JOHNSON AND WIDE NELLIE M.JOHNSON, , 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 -- 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 MINOR W.JOHNSON AND WIFE NELLIE M.JOHNSON,,, 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.J.FOX, 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.E.FOX AND WIFE VALLEY J.FOX and MINOE W.JOHNSON AND WIFE NELLIE M.JOHNSON, at NASHVILLE, Tennessee, this the 22ND day of JULY, 19 29. , hereunto set our hands

J.E.FOX
VALLEY J.FOX
MINOR W.JOHNSON
NELLIE M.JOHNSON

ACK BEFORE N P

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.E.FOX AND WIFE VALLEY J.FOX, MINOR W.JOHNSON AND WIFE NELLIE M.JOHNSON, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And VALLEY J.FOX AND NELLIE M.JOHNSON, , wi VES of the said J.E.FOX AND MINOR W.JOHNSON, having appeared before me privately and apart from THEIR husband S, the said VALLEY J.FOX AND NELLIE M.JOHNSON, , 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 23 day of JULY, 19 29.

My commission expires on the 12TH day of OCT., 19 31. (Seal)

FRED K.JONES
Notary Public.

RECD JULY 27, 1929 AT 11.49 P M