NO. 48175 RECORDED AUGUST 29, 1929. J.E.FOX ET UX TO KATHRYN GUTHRIE PELLETTIERI.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of $5750.00 FIVE THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS of which FIVE HUNDRED ($500.00) AND NO/100 DOLLARS has been paid in cash by KATHRYN GUTHRIE PELLETTIERI, WIFE OF VITO M.PELLETTIERI the receipt of which is hereby acknowledged, and for the remainder $5250.00 FIVE THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS the said KATHRYN GUTHRIE PELLETTIERI AND HUSBAND VITO M.PELLETTIERI HAVE ASSUMED THE PAYMENT OF A CERTAIN NOTE OF TWENTY NINE HUNDRED DOLLARS $2900.00 WITH THE INTEREST ON SAME FROM DATE OF SAID NOTE, BEING THE SAME SET OUT AND DESCRIBED IN TRUST DEED OF RECORD IN BOOK NO.683, PAGE 332, OF REGISTERS OFFICE FOR DAVIDSON COUNTY TENNESSEE. AND FOR THE REMAINDER THE GRANTEE HEREIN WITH HER HUSBAND HAVE EXECUTED THEIR FIFTY NINE (59) JOINT PROMISSORY NOTES OF EVEN DATE HEREWITH, OF WHICH FIFTY EIGHT (58) 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 FIRST NOTE DUE WITH THE INTEREST ON SAME AMOUNTS TO $51.75 AND EACH SUCCEEDING NOTE TWENTY CENTS LESS UNTO THE 58TH NOTE WHICH NOTE IS IN THE SUM OF $40.35 AND THE LAST NOTE BEING THE 59TH NOTE IN THE SUM OF $30.15 THE FIRST NOTE DUE AND PAYABLE ON AUGUST 1ST, 1929 AND ONE OTHER NOTE DUE AND PAYABLE ON OR BEFORE THE 1ST DAY OF EACH AND EVERY MONTH THEREAFTER UNTIL ALL NOTES BECOME DUE AND PAYABLE, ALL OF WHICH ARE PAYBBLE 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 KATHRYN GUTHRIE PELLETTIERI, HER heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING PART OF LOTS NOS. 266 AND 267 ON THE MAP OF INGLEWOOD PLACE, AS OF RECORD IN BOOK NO. 332, PAGE 101, REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

SAID PART OF SAID LOTS NOS. 266 AND 267 DESCRIBED AS FOLLOWS: - BEGINNING ON THE NORTHERLY MARGIN OF STRATFORD AVENUE 51 FEET 11 INCHES WESTERLY FROM THE SOUTHWEST CORNER OF SAID STRATFORD AVENUE AND OXFORD STREET THE SAME BEING THE SOUTHEAST CORNER OF LOT NO.267; THENCE WITH THE NORTHERLY MARGIN OF SAID STRATFORD AVENUE WESTERLY 51 FEET 11 INCHES TO A POINT; THENCE WITH A STRAIGHT LINE NORTHERLY AND PARALLEL WITH SAID OXFORD STREET 200 FEET TO A POINT, THENCE EASTERLY AND 25 FEET FROM THE NORTHERLY LINE OF SAID LOT NO.266. 51 FEET 11 INCHES TO A POINT; THENCE SOUTHERLY AND PARALLEL WITH SAID OXFORD STREET 200 FEET TO THE PLACE OF BEGINNING. AND BEING PART OF THE SAME PROPERTY THAT WAS CONVEYED BY DEED OF INGLEWOOD PARK COMPANY TO J.E.FOX AND WIFE VALLEY J.FOX, ON MARCH 12TH, 1929, SEE 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 KATHRYN GUTHRIE PELLETTIERI, HER 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 KATHRYN GUTHRIE PELLETTIERI, HER 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 KATHRYN GUTHRIE PELLETTIERI AND HER HUSBAND VITO M. PELLETTIERI 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 the within note secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same. This 27 day of Dec. 1932.

Attest: [illegible] DEPUTY REGISTER

I declare that I am the true and lawful holder of the within note secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same. This 27 day of Dec. 1934.

Attest: [illegible] DEPUTY REGISTER

I, the said KATHRYN GUTHRIE PELLETTIERI, 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.

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 KATHRYN GUTHRIE PELLETTIERI, 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 KATHRYN GUTHRIE PELLETTIERI, HER 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 KATHRYN GUTHRIE PELLETTIERI and HER HUSBAND VITO M.PELLETTIERI at NASHVILLE, Tennessee, this the 24TH day of JULY, 1929.

J.E.FOX
MRS.VALLEY J.FOX
VITO M.PELLETTIERI
KATHRYN GUTHRIE PELLETTIERI

ACK BEFOR E 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 AND KATHRYN GUTHRIE PELLETTIERI AND HER HUSBAND VITO M.PELLETTIERI 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 KATHRYN GUTHRIE PELLETTIERI, wi VES of the said J.E.FOX AND VITO M.PELLETTIERI, having appeared before me privately and apart from THEIR husband S, the said VALLEY J.FOX AND KATHRYN GUTHRIE PELLETTIERI, 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 27 day of JULY, 1929.

My commission expires on the 12TH day of OCT. 1931. (Seal)

FRED K.JONES
Notary Public.

RECD JULY 27, 1929 AT 11.50 A.M.