NUMBER 48419 RECORDED SEPT 3 1929 NELLIE JONTE STONE ET AL TO JEPTHA H.HOOPER, ET UX

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of EIGHT THOUSAND ($8000.00) DOLLARS
of which TWO THOUSAND FIVE HUNDRED ($2500.00) DOLLARS has been paid in cash by
JEPTHA H.HOOPER AND WIFE SUSAN E.HOOPER, the receipt of which is hereby acknowledged, and for the remainder
FIVE THOUSAND FIVE HUNDRED ($5500.00) DOLLARS
the said JEPTHA H.HOOPER AND WIFE SUSAN E.HOOPER.

HAVE THIS DAY EXECUTED THEIR ONE HUNDRED THIRTY EIGHT PROMISSORY NOTES ONE HUNDRED AND THIRTY SEVEN OF SAID NOTES ARE IN THE SUM OF $40.00 EACH AND THE ONE HUNDRED THIRTY EIGHTH NOTE THE LAST ONE IN THE SUM OF TWENTY DOLLARS ($20.00) THE FIRST ONE OF SAID NOTES IS MADE TO FALL DUE ON THE 13TH DAY OF JUNE 1929 AND ONE OTHER ON THE 13TH DAY OF EACH SUCCEEDING MONTH THEREAFTER UNTIL ALL ARE PAID; ALL OF SAID NOTES ARE PAYABLE TO THE ORDER OF HARRY W.STONE AND WIFE NELLIE JONTE STONE.

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 NELLIE JONTE STONE AND HUSBAND HARRY W. STONE,,

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

JEPTHA H.HOOPER AND WIFE SUSAN E. HOOPER THEIR,, heirs and assigns, certain real estate in Davidson County Tennessee, as follows:

BEING LOTS 15, 16 AND 17 OF THE HINCHEY PETWAY LANDS IN THE OLD 9TH CIVIL DISTRICT OF DAVIDSON COUNTY TENNESSEE A PLAN OF WHICH IS OF RECORD IN MINUTE BOOK 1 PAGE 442 OF THE CHANCERY COURT AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:-

BEGINNING AT A POINT ON THE NORTH SIDE OF THE ANTIOCH OR MILL CREEK VALLEY ROAD THE SOUTHWEST CORNER OF THE JONTE TRACT,RUN NORTH 2 DEGREES 35' EAST 2472 FEET TO THE NORTH WEST CORNER OF THE TRACT THENCE SOUTH 87 DEGREES EAST 405 FEET TO A STAKE IN THE NORTH BOUNDARY THENCE SOUTH 2 DEGREES 35' WEST 1654 FEET TO A STAKE THENCE SOUTH 3 DEGREES WEST 800 FEET TO A POINT ON THE NORTH MARGIN OF THE ANTIOCH ROAD; THENCE NORTH 89 DEGREES 30' WEST 58 FEET TO A POINT; THENCE NORTH 86 DEG.30' WEST 350 FEET TO THE BEGINNING CONTAINING. 23.2 ACRES.,

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge the same in full. This 3 day of Sept. 1940
Nellie Jonte Stone

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JEPTHA H.HOOPER AND WIFE SUSAN E. HOOPER, 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 TAXES FOR 1929 WHICH GRANTORS 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 JEPTHA H.HOOPER AND WIFE SUSAN E. HOOPER, 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 JEPTHA H.HOOPER AND WIFE SUSAN E.HOOPER

do hereby transfer and convey unto J.W.STONE., 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 JEPTHA H.HOOPER AND WIFE SUSAN E. HOOPER, 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 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 JEPTHA H.HOOPER AND WIFE SUSAN E.HOOPER,, 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 THE SAID JEPTHA H.HOOPER AND WIFE SUSAN E.HOOPER, 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 Trustee, shall be vested in said successor. J.W.STONE,,

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 NELLIE JONTE STONE AND HUSBAND HARRY W. STONE and JEPTHA H.HOOPER AND WIFE SUSAN E. HOOPER, hereunto set our hands at NASHVILLE, Tennessee, this the 13TH day of MAY, 19 29.

NELLIE JONTE STONE
HARRY W.STONE
JEPTHA H.HOOPER
SUSAN E. HOOPER

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 NELLIE JONTE STONE, HARRY W.STONE, AND JEPTHA H.HOOPER AND SUSAN E.HOOPER the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And NELLIE JONTE STONE AND SUSAN E. HOOPER, wi VES of the said having appeared before me privately and apart from THEIR husband S, the said HARRY W.STONE AND JEPTHA H.HOOPER, 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 13TH day of MAY, 19 29
My commission expires on the 8TH day of OCT, 19 30. (Seal) W.H.PERRY.
Notary Public.

REC'D AUG 3,1929 AT 9:45 A.M.