NO. 50107 RECORDED SEPT 17, 1929. ROSS T.HUGHES ET UX TO CHAS.C.BANKS ET UX.

# INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of FIFTY-SEVEN HUNDRED ($5700.00) AND 00/100 DOLLARS of which TWO HUNDRED ($200.00) AND 00/100 DOLLARS has been paid in cash by CHAS.C.BANKS AND WIFE CLARA F.BANKS, , the receipt of which is hereby acknowledged, and for the remainder PART OF

the said CHAS.C.BANKS AND CLARA F.BANKS,

ASSUME AND AGREE TO PAY OFF A MORTGAGE NOIE FOR $3200.00, DATED MAY 7, 1929, AND DUE MAY 15, 1932, SECURED BY DEED OF TRUST FRUM ROSS T.HUGHES AND WIFE, TO D.P.WRENNE,JR.,TRUSTEE, OF RECORD IN BOOK 835, PAGE 221, REGISTERS OFFICE FOR DAVIDSON COUNTY,TENNESSEE, WITH INTEREST THEREON FROM DATE OF THIS DEED, AND FOR THE REMAINDER, THE SAID CHAS.C. BANKS AND CLARA F. BANKS, HAVE EXECUTED THEIR 66 JOINT PROMISSORY NOTES, OF EVEN DATE HEREWITH, 65 BEING FOR THE SUM OF $35.00 EACH, AND ONE, THE LAST FOR THE SUM OF $25.00, PAYABLE TO THE ORDER OF ROSS T. HUGHES, MONTHLY, WITH INTEREST,

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 TO CHAS.C.BANKS AND WIFE CLARA F. BANKS, WE, ROSS T.HUGHES AND WIFE, NETTIE I.HUGHES,

have this day bargained and sold, and do hereby transfer and convey, unto the said CHAS.C.BANKS AND WIFE CLARA F.BANKS, THEIR, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO.2 IN ROSS T.HUGHE S' SUBDIVISION OF LOT NO.11 IN PATTERSON AND YOUNG'S SUBDIVISION, AS OF RECORD IN BOOK 547, PAGE 174, REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

SAID LOT NO.2 FRONTS 50 FEET ON THE SOUTHERLY SIDE OF GILLOCK STREET, AND RUNS BACK, BETWEEN PARALLEL LINES, 180 FEET TO THE NORTHERLY LINE OF LOT NO.6 IN SAID SUBDIVISION, AND BEING PART OF THE SAME PROPERTY CONVEYED TO ROSS T.HUGHES AND WIFE NETTIE I.HUGHES, BY DEED FROM R.W.PATTERSON ET AL, OF RECORD IN BOOK 815, PAGE 307, R.O.D.C.TENN.

IT IS EXPRESSLY AGREED AND UNDERSTOOD BY ALL PARTIES HERETO, THAT THE MORTGAGE ABOVE SET OUT FOR $3200.00 IS AND SHALL REMAIN A PRIOR LIEN TO THE NOTES EXECUTED BY CHAS.C.BANKS AND CLARA F.BANKS, AND IN CASE OF EXTENSION OR RENEWAL THEREOF SHALL REMAIN A FIRST MORTGAGE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said CHAS.C.BANKS AND WIFE CLARA F.BANKS, ,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 ABOVE SET OUT.

WE further covenant and bind OURSELVES,OUR, heirs and representatives, to warrant and forever defend the title to said real estate to said CHAS.C.BANKS AND CLARA F.BANKS, 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 CHAS.C.BANKS AND CLARA F.BANKS,

do hereby transfer and convey unto W.J.MARTIN , Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.

Attest: DEPUTY REGISTER

We declare that I am the true and lawful holder of the claim secured by the instrument within for a sufficient consideration in hand paid, do hereby release and discharge all the lien conveyed, but no further or otherwise. This 30th day of Sept. 1934.

Witness: Commissioner Deputy Register

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full. This 30th day of Sept. 1934.

Witness: Commissioner Deputy Register



WE , the said CHAS.C.BANKS AND CLARA F.BANKS, , 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 $ 5000.00 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 CHAS.C.BANKS AND CLARA F.BANKS, , 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. 30 DAYS AFTER

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 CHAS.C.BANKS AND CLARA F.BANKS, 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 W.J.MARTIN, 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 ROSS T.HUGHES AND WIFE NETTIE I.HUGHES, and CHAS.C.BANKS AND WIFE CLARA F.BANKS, at NASHVILLE , Tennessee, this the 5TH day of SEPTEMBER , 1929 . hereunto set our hands

ROSS T.HUGHES
NETTIE I.HUGHES
CHAS.C.BANKS
CLARA F.BANKS,

ACK BEFORE N P

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 ROSS T.HUGHES AND WIFE NETTIE I.HUGHES AND CHAS.C.BANKS AND WIFE CLARA F.BANKS the bargainorS , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And NETTIE I.HUGHES AND CLARA F.BANKS, , wiVES of the said ROSS T.HUGHES AND CHAS.C.BANKS, having appeared before me privately and apart from THEIR husbandS , the said NETTIE I.HUGHES AND CLARA F.BANKS, , 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 10 day of SEPT. , 1929 .

My commission expires on the 6 day of OCT. , 1930 . (Seal)

R.E.DOUGLASS
Notary Public.

RECD SEPT 11, 1929 AT 1.45 P M