NO. 1242 RECORDED MAR. 3, 1931 J. E. FOX ET UX TO W. D. ANDEPSON ET UX.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of $5150.00 FIVE THOUSAND ONE HUNDRED FIFTY AND NO/100 DOLLARS of which SEVEN HUNDRED ($700.00) AND NO/100 DOLLARS has been paid in cash by W. D. ANDERSON AND WIFE, EUNICE ANDERSON, receipt of which is hereby acknowledged, and for the remainder $4,450.00 FOUR THOUSAND FOUR HUNDRED FIFTY AND NO/100 DOLLARS the said W. D. ANDERSON AND WIFEEUNICE ANDERSON HAVE ASSUMED THE PAYMENT OF THE PRINCIPAL NOTE OF THREE THOUSAND $3,000.00) DOLLARS WITH THE INTEREST ON SAME AND THE SEMI-ANNUAL INSTALLMENTS AS MADE AND SET OUT IN TPUST DEED OF RECORD IN BOOK NO. 773, PAGE 188, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY TENNESSEE. AND FOR THE REMAINDER THE GRANTEES HEREIN HAVE EXECUTED THEIR FIFTY EIGHT (58) JOINT PROMISSORY NOTES OF EVEN DATE HEREWITH THE FACE VALUE OF EACH OF SAID NOTES BEING TWENTY FIVE ($25.00) DOLLARS, WITH THE INTEREST CALCULATED AND ADDED TO THE FACE VALUE OF EACH NOTE AND MAKING THE BIG NOTE THE FIRST NOTE WHICH NOTE IS IN THE SUM OF THIRTY-TWO AND 25/100 ($32.25) AND EACH SUCCEEDING NOTE DECREASING IN THE SUM OF THIRTEEN CENTS AND TWELVE CENTS PER MONTH RESPECTIVELY UNTIL THE LAST NOTE WHICH NOTE IS IN THE SUM OF TWENTY-FIVE AND TWELVE CENTS ($25.12) THE FIRST NOTE DUE AND PAYABLE ON APRIL 2ND 1931 ONE OTHER NOTE DUE AND PAYABLE ON OR BEFORE THE 2ND DAY OF EACH AND EVERY MONTH THEREAFTER UNTIL ALL SHALL BECOME DUE AND PAYABLE TO J. E. FOX AND WIFE VALLEY J. FOX

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 W. D. ANDERSON AND WIFE, EUNICE ANDERSON THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE EASTERLY 51.78 FEET OF THE WESTERLY 103.55 FEET OF LOT 267 AND THE EASTERLY 51.78 FEET OF THE SOLTHERLY 85 FEET OF THE WESTERLY 103.55 FEET OF LOT NO. 266 ON THE MAP OF INGLEWOOD PLACE, AS OF RECORD IN BOOK NO. 332, PAGE 101, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

SAID PARTS OF SAID LOTS 267 AND 266 FRONTS 51.78 FEET ON THE NORTH SIDE OF TRAXLER AVENUE, AND RUNS BACK BETWEEN LINES 200 FEET TO A DEAD LINE, AND BEING THE SAME PROPERTY CONVEYED BY DEED OF LEMA JONES, AN UNMARRIED WOMAN, AND OF LEGAL AGE, TO THE GRANTORS HEREOF ON THE 25TH DAY OF FEBRUARY 1931, SEE DEED OF RECORD IN BOOK NO. 790, PAGE 783, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. THE GRANTEES HEREIN ASSUME THE PAYMENT OF ALL TAXES FOR THE YEAR OF 1931 ON THE WITNIN CONVEYED PROPERTY.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said W. D. ANDERSON AND WIFE, EUNICE ANDERSON, 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 W. D. ANDERSON AND WIFE, EUNICE ANDERSON, 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 W. D. ANDERSON AND WIFE, EUNICE ANDERSON 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 Trust Deed No. 773 page 188 secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same. This 12 day of Dec. 1937

I declare that I am the true and lawful holder of this lien securing the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same. This ..... day of 1937

I declare that I am the true and lawful holder of this lien securing the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full. This ..... day of 1937

COMMERCE UNION BANK

WE, the said W.D. ANDERSON AND WIFE, EUNICE ANDERSON, 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 $ 3000.00 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 W. D. ANDERSON AND WIFE, EUNICE ANDERSON, 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 one 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, IF 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 sotuh 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 W. D. ANDERSONAND WIFE, EUNICE ANDERSON, 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 W. D. ANDERSON AND WIFE, EUNICE ANDERSON, hereunto set our hands at NASHVILLE, Tennessee, this the 2ND day of MARCH, 1931.

J. E. FOX
VALLEY J. FOX
W. D. ANDERSON
EUNICE ANDERSON

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, W. D. ANDERSON AND WIFE, EUNICE ANDERSON 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 EUNICE ANDERSON, wiVES of the said J. E. FOX AND W. D. ANDERSON having appeared before me privately and apart from THEIR husband S, the said VALLEY J. FOX AND EUNICE ANDERSON, 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 2ND day of MARCH, 1931.

My commission expires on the 12 day of OCT. 1931. (Seal) FRED K. JONES Notary Public.

RECEIVED MARCH 3, 1931, AT 8:07 A. M.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, , a Notary Public in and for said County and State, the within-named the bargainor , with whom I am personally acquainted, and who acknowledged that executed the within instrument for the purposes therein contained.

And , wi of the said having appeared before me privately and apart from husband, the said , acknowledged the execution of the said instrument to have been done by freely, voluntarily, and understandingly, without compulsion or constraint from said husband, and for the purposes therein expressed.

Witness my hand and official seal at , Tennessee, this day of , 19 .

My commission expires on the day of , 19 . (Seal)

Notary Public.