# INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of THIRTY FIVE HUNDRED ($3,500.00) DOLLARS
of which TWO HUNDRED ($200.00) DOLLARS has been paid in cash by
WALTER G. TANT AND WIFE, ANNIE TANT, receipt of which is hereby acknowledged, and for the remainder
THIRTY THREE HUNDRED ($3,300.00) DOLLARS
the said WALTER G. TANT AND WIFE, ANNIE TANT,

HAVE ASSUMED THE PAYMENT OF A NOTE FOR $1,750.00, DATED JULY 7, 1931, DUE THREE YEARS FROM DATE, INTEREST AT 6 PER CENT PAYABLE SEMI-ANNUALLY, HELD BY THE NASHVILLE-AMERICAN TRUST CO. WHICH NOTE IS SECURED BY A DEED OF TRUST ON THE HEREINAFTER DESCRIBED LOT OF LAND, SAID DEED OF TRUST BEING RECORDED IN THE R.O.D.C. IN BOOK NO.__PAGE__, AND IN ADDITION THERETO, THE SAID WALTER G. TANT AND WIFE, ANNIE TANT HAVE EXECUTED TO C. W. RUSSELL, THEIR 52 SEVERAL PROMISSORY NOTES AS FOLLOWS: 51 OF SAID NOTES ARE IN THE SUM OF $30.00 EACH, DATED JULY 1, 1931, THE FIRST OF SAID NOTES BEING DUE ON OR BEFORE THIRTY DAYS AFTER DATE, AND ONE EVERY THIRTY DAYS THEREAFTER UNTIL THE ENTIRE SERIES ARE PAID, BUT THE INTEREST ON THE ENTIRE ~~SUM~~ SUM DUE HASBEEN COMPUTED AND ADDED TO THE FACE OF EACH NOTE MAKING THE 1ST ONE OF SAID NOTES READ FOR $37.65 AND EACH NOTE THEREAFTER DECREASES IN THE AMOUNT OF .15 CENTS THE LAST OF SAID NOTES ALSO DATED JULY 7, 1931, FOR $20.00, DUE 52 MONTHS FROM DATE, BUT THE INTEREST ON THIS AMOUNT HAS BEEN COMPUTED AND ADDED TO ITS FACE MAKING IT READ $25.20,

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, C. W. RUSSELL AND WIFE, ANNIE RUTH RUSSELL,

have this day bargained and sold, and do hereby transfer and convey, unto the said
WALTER G. TANT AND WIFE, ANNIE TANT their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO. 63 IN WILLIAMS ADDITION TO EAST NASHVILLE, A PLAN OF WHICH IS OF RECORD IN BOOK 21, PAGE 45, REGISTERS OFFICE FOR SAID COUNTY.

SAID LOT NO. 63 FRONTS 50 FEET ON THE SOUTHERLY SIDE OF FATHERLAND STREET IN THE CITY OF NASHVILLE, TENNESSEE, AND EXTENDS BACK SOUTHWARDLY BETWEEN PARALLEL LINES, 210 FEET TO A 20 FOOT ALLEY, BEING THE SAME PROPERTY CONVEYED TO C. W. RUSSELL, BY DEED FROM LUCY R. BEATY, OF RECORD IN BOOK 882, PAGE 3, REGISTERS OFFICE, DAVIDSON COUNTY, TENNESSEE.

PURCHASERS ASSUME TAXES FOR YEAR 1931.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said
WALTER G. TANT AND WIFE, ANNIE TANT, 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 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 WALTER G. TANT AND WIFE, ANNIE TANT, 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 WALTER G. TANT AND WIFE, ANNIE TANT,

do hereby transfer and convey unto DODSON BATSON, 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 debt secured by the within deed of trust and hereby acknowledge it's satisfaction thereof and discharge of the lien to secure the same in full.
This ..... day of ..... 1938
Attest: ..... REGISTER



WE, the said WALTER G. TANT AND WIEE, ANNIE TANT, 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 $2300.00 / FIRE & 1000.00 TORNADO 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 WALTER G. TANT AND WIFE, ANNIE TANT, 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 US OR OUR ORDER 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 DODSON BATSON 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 C. W. RUSSELL AND WIFE, ANNIE RUTH RUSSELL and WALTER G. TANT AND WIFE, ANNIE TANT, hereunto set our hands at NASHVILLE, Tennessee, this the 7ST day of JULY, 1931.

C. W. RUSSELL
ANNIE RUTH RUSSELL
WALTER G. TANT
MRS. ANNIE TANT

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, JOHN U. WILSON, a Notary Public in and for said County and State, the within-named C. W. RUSSELL AND WIFE, ANNIE RUTH RUSSELL AND WALTER G. TANT AND WIFE, ANNIE TANT the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And ANNIE RUTH RUSSELL AND ANNIE TANT, wi VES of the said C. W. RUSSELL AND WALTER G. TANT having appeared before me privately and apart from THEIR husband S, the said C. W. RUSSELL AND WALTER G. TANT, 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 11 day of JULY, 1931.
My commission expires on the 8 day of OCT. 1932. (Seal) JOHN U. WILSON Notary Public.

RECEIVED JULY 11, 1931, AT 11:19 A. M.

STATE OF TENNESSEE, DAVIDSON COUNTY.

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