NO. 63227 RECORDED AUGUST 15, 1930. W.S.BEALS TO W.W.JOHNSON ET UX.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of TEN THOUSAND THREE HUNDRED ($10,300.00) DOLLARS
of which ELEVEN HUNDRED ($1100) DOLLARS has been paid in cash by
, receipt of which is hereby acknowledged, and for the remainder
DOLLARS,

~~the said~~
OR ITS EQUIVALENT IN REAL ESTATE CONVEYED BY W.W. JOHNSON AND WIFE, IDA M.JOHNSON, WHICH CONVEYANCE IS HEREBY ACKNOWLEDGED, AND FOR THE REMAINDER OF NINE THOUSAND TWO HUNDRED ($9200.) DOLLARS, THE SAID W.W.JOHNSON AND WIFE, IDA M.JOHNSON HAVE ASSUMED THE PAYMENT OF NOTE FOR FIVE THOUSAND DOLLARS, DATED DECEMBER 3, 1925, DUE DECEMBER 3RD, 1928, TOGETHER WITH INTEREST THEREON AT 6% PER ANNUM FROM DATE HEREOF, ALL AS DESCRIBED AND SECURED BY DEED OF TRUST FROM W.S.BEALS AND WIFE, BESSIE LEE BEALS TO CHARLES F.LOVELL, CASHIER, ETC., TRUSTEE, OF RECORD IN BOOK 707, PAGE 6, OF REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE, THE DATE OF PAYMENT OF SAID NOTE HAVING BEEN SINCE EXTENDED TO DECEMBER 3RD, 1931; AND HAVE ALSO EXECUTED THEIR FIFTY-SIX JOINT PROMISSORY NOTES OF EVEN DATE, EACH IN THE SUM OF SEVENTY-FIVE ($75.) THE FIRST OF WHICH FALLS DUE NOVEMBER 18TH, 1929, AND ONE OF THE OTHERS ON THE 18TH DAY OF EACH SUCCEEDING MONTH UNTIL ALL HAVE BECOME DUE AND PAYABLE.

Inter Ten notes $ 56 notes
The Note described herein, having been paid in full, is hereby cancelled and delivered to the lawful owner and holder thereof. The Trustee is hereby authorized and directed to release the lien retained upon the within described property, which was held to secure the payment of said note. This 22 day of Aug. 1930.
Attest: By [illegible] Deputy Register

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

I, W.S.BEALS, A WIDOWER,

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

W.W.JOHNSON AND WIFE, IDA M.JOHNSON, THEIR, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT 32 ON THE PLAN OF I.C.MCMAHAN'S SUBDIVISION OF MAPLEWOOD LANDS, AS OF RECORD IN BOOK 547, PAGE 78, R.O.D.C.TENN. SAID LOT 32 FRONTS 92 FEET ON THE WEST SIDE OF GALLATIN PIKE AND RUNS BACK BETWEEN PARALLEL LINES, WITH THE SOUTH MARGIN OF CALVERT AVENUE 250 FEET TO A DEAD LINE, AND BEING THE SAME PROPERTY CONVEYED TO SARAH E. MCMAHAN BY DEED OF RECORD IN BOOK 564, PAGE 206, R.O.D.C.TENN., AND FROM SARAH E.MCMAHAN TO MRS.BEALS AND WIFE, BESSIE LEE BEALS BY DEED OF RECORD IN BOOK 682, PAGE 275, R.O.D.C.TENN. SAID BESSIE LEE BEALS HAS SINCE DIED. THIS CONVEYANCE IS MADE SUBJECT TO THE RESTRICTIONS CONTAINED IN SAID DEED FROM SARAH E.MCMAHAN TO W.S.BEALS AND WIFE.

I declare that I am the owner and holder of the note secured by the lien of this deed, and that I have received payment in full of the same, and discharge the lien to secure the same. This 27 day of August 1937
Attest: [illegible]
SOUTH NASHVILLE
COMMERCE UNION BANK
By [illegible]
Asst. Trust Officer

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said W.W.JOHNSON AND WIFE, IDA M.JOHNSON, THEIR, heirs and assigns, forever, I covenant that I AM lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unincumbered.

I further covenant and bind MYSELF, MY heirs and representatives, to warrant and forever defend the title to said real estate to said W.W.JOHNSON AND WIFE, IDA M.JOHNSON, 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 --- in hand paid THEM, the said W.W.JOHNSON AND IDA M.JOHNSON,

do hereby transfer and convey unto O.B.HOFSTETTER, , Trustee, his successors and assigns, the real estate herein before described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.

WE, the said W.W.JOHNSON AND IDA M.JOHNSON, , 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 $ 6000.00 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. FIRSTLY TO SECURE SAID $ 5000.00 NOTE AND SECONDLY

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.W.JOHNSON AND WIFE IDA M.JOHNSON, , 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, 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 W.W.JOHNSON AND IDA M.JOHNSON, 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 O.B.HOFSTETTER, 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 W.S.BEALS, and W.W.JOHNSON AND IDA M.JOHNSON, , hereunto set our hands at NASHVILLE, Tennessee, this the 18TH day of OCTOBER, , 1929.

W.S.BEALS
W.W.JOHNSON
IDA M.JOHNSON

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, W.H.BINNS, a Notary Public in and for said County and State, the within-named W.S.BEALS AND W.W.JOHNSON AND IDA M.JOHNSON the bargainors, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

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

Witness my hand and official seal at NASHVILLE, Tennessee, this --- day of OCT., 1929

My commission expires on the 16TH day of JANY, 1932. (Seal) W.H.BINNS, Notary Public.

RECD AUG 15, 1930 AT 9.25 A.M.