212 NUMBER 64966 RECORDED OCTOBER 1ST, 1930 J.J. BEDWELL AND WIFE BESSIE BEDWELL,

TO C. E. MCNEAL AND WIFE RUTH MCNEAL

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ($5000.00) FIVE THOUSAND & NO/100 DOLLARS

of which FIVE HUNDRED & NO /100 DOLLARS has been paid in cash by C. E. MCNEAL AND WIFE RUTH MCNEAL, receipt of which is hereby acknowledged, and for the remainder $4500.00 FOUR THOUSAND FIVE HUNDRED AND NO/100 DOLLARS

the said C. E. MCNEAL AND WIFE RUTH MCNEAL HAVE ASSUMED AND AGREED TO PAY A LOAN IN THE SUM OF $3200.00, PAYABLE TO A.L. MOORE. TRUSTEE DUE AND PAYABLE IN THREE YEARS FROM AUGUST 15TH 1930, BEARING INTEREST AT THE RATE OF 6% PER ANNUM PAYABLE SEMI-ANNUALLY. THE SAID C. E. MCNEAL AND WIFE RUTH MCNEAL HAVE ALSO EXECUTED THEIR 43, PROMISSORY LIEN NOTES, 42, OF SAID NOTES BEING IN THE SUM OF $50.00 EACH AND THE 43RD, WHICH IS THE LAST NOTE IS IN THE SUM OF $40.00, BUT THE INTEREST HAS BEEN COMPUTED AND ADDED ONTO THE FACE OF EACH NOTE MAKING THE LARGEST NOTE PAYABLE FIRST WHICH IS IN THE AMOUNT OF $36.45, DECREASING FIFTEEN CENTS EACH MONTH THEREAFTER. ALL OF THE SAID SERIES OF NOTES ARE MADE PAYABLE TO THE ORDER OF OUR-SELVES AND SIGNED AND ENDORSED BY C. E. MCNEAL AND WIFE RUTH MCNEAL. THE FIRST OF XXXXXXXXXXXXXX THE SAID SERIES OF NOTES WILL BE DUE AND PAYABLE ON THE FIRST DAY OF OCTOBER 1930, AND EACH MONTH CONSECTIVELY THEREAFTER UNTIL ALL ARE FULLY PAID.

I declare that I am the true and lawful holder of Notes No. 1 to 43 inclusive secured by the instrument within, and that I hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same. This 23 day of Dec. 1935.

Attest: [illegible] DEPUTY REGISTER

AFTER MATURITY

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. J. BEDWELL AND WIFE BESSIE BEDWELL

have this day bargained and sold, and do hereby transfer and convey, unto the said C.E. MCNEAL AND WIFE RUTH MCNEAL THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: BEING LOT NO.24, ON THE PLAT OF PONTOTOC SUBDIVISION, AS OF RECORD IN BOOK NO. 547, PAGE 113, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. SAID LOT NO. 24 FRONTS 60 FEET ON THE SOUTHERLY SIDE OF PONTOTOC AVENUE AND EXTENDS BACK SOUTHERLY, BETWEEN PARALLEL LINES, 157 FEET TO THE REAR OF LOT NO. 33, IN SAID SUBDIVISION, AND BEING THE SAME PROPERTY CONVEYED TO J.J. BEDWELL BY DEED FROM MISS CORDELIA WOOTEN (A SINGLE WOMAN) AS OF RECORD IN BOOK NO. 802 PAGE NO. 107, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

I declare that I am the true and lawful holder of Notes No. 1 to 43 inclusive secured by the instrument within, and that I hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same. This 23 day of Dec. 1935

Attest: [illegible] DEPUTY REGISTER

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said C.E. MCNEAL AND WIFE RUTH MCNEAL, 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 HEREIN MENTIONED.

WE further covenant and bind OURSELVES-OUR heirs and representatives, to warrant and forever defend the title to said real estate to said C.E. MCNEAL AND WIFE RUTH MCNEAL 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 ME in hand paid WE, the said C.E. MCNEAL AND WIFE RUTH MCNEAL

do hereby transfer and convey unto PORTER J. NEAL, 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 C. E. MCNEAL AND WIFE RUTH MCNEAL, 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 $4500.00 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 C.E. MCNEAL AND WIFE RUTH MCNEAL, 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 south door of the Courthouse in said county to the highest bidder, for cash, at public outcery, 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 C. E. MCNEAL AND WIFE RUTH MCNEAL 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 PORTER J. NEAL 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.J. BEDWELL AND BESSIE BEDWELL and C.E. MCNEAL AND WIFE RUTH MCNEAL, hereunto set our hands at NASHVILLE, Tennessee, this the 10TH day of SEPTEMBER, 193 0.

J. J. BEDWELL
BESSIE BEDWELL
C. E. MCNEAL
RUTH MCNEAL

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, ADDIE KING, a Notary Public in and for said County and State, the within-named J. J. BEDWELL AND WIFE BESSIE BEDWELL AND C. E. MCNEAL AND WIFE RUTH MCNEAL the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And WE BESSIE BEDWELL AND RUTH MCNEAL, wi VES of the said J. J. BEDWELL AND C. E. MCNEAL THEY having appeared before me privately and apart from THEIR husband S, the said BESSIE BEDWELL AND RUTH MCNEAL HAVE, 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 10TH day of SEPT., 193 0

~~My commission expires on the~~ ~~day of~~ ~~, 193~~

(Seal) ADDIE KING, Notary Public.

MY COMMISSION EXPIRES APRIL 14, 1931.

REC'D SEPT. 30TH 1930 AT 11;15 A. M.