280 5612.

NUMBER 5612 RECORDED JULY 1, 1931 R.D. STANFORD ET AL TO W.T. JORDAN, JR. ET UX

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ($1000.00) ONE THOUSAND DOLLARS ~~/193 ($5250.00)~~ DOLLARS of which ($160.00) ONE HUNDRED AND NØ/1 NO. DOLLARS has been paid in cash by W.T. JORDAN JR AND WIFE DORA COODE JORDAN, receipt of which is hereby acknowledged, and for the remainder ($840.00) EIGHT HUNDRED FORTY DOLLARS. DOLLARS the said W T. JORDAN, JR AND WIFE, DORA COODE JORDAN HAVE EXECUTED AND DELIVERED THEIR FIVE PROMISSORY LIEN NOTES OF EVEN DATE HEREWITH FOR THE SUM OF $168.00) EACH DUE ONE, TWO, THREE, FOUR, AND FIVE YEARS FROM DATE OF DEED WITH INTEREST AT 6% PER ANNUM PAYABLE SEMI-ANNUALLY AND VENDORS NOTE RETAINED TO SECURE THE PAYMENTS OF ALL NOTES AND INTEREST. TAXES FOR 1931 TO BE PRORATED AS DATE OF DEED.

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge the satisfaction of the same in full. This ... day of ... 1931

Attest: ... 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 R.D. STANFORD AND T.R. GUILL have this day bargained and sold, and do hereby transfer and convey, unto the said W.T. JORDAN, JR AND WIFE, DORA COODE JORDAN, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOTS NOS. 1 & 6 OF THE STANFORD-GUILL PROPERTIES AS OF RECORDED IN BOOK 843 PAGE 42, R.O.D.C. TENNESSEE LOT NO. 1 FRONTS 129½ FEET ON A 30 FOOT ROAD AND RUNS BACK BETWEEN PARALEL LINES TO STONE RIVER LOW WATER MARK 330 FEET ON THE EAST LINE AND 357 FEET ON THE WEST LINE.

LOT NO. 6 FRONTS 129½ FEET ON THE ROAD AND RUNS BACK BETWEN PARALLEL LINES TO A DEAD LINE 436 FEET ON THE EAST SIDE OF 436 FEET ON THE WEST LINE. AND BEING A PART OF THE LAND CONVEYED TO R.D. STANFORD BY DEED FROM J.T. SHELTON AND WIFE OLLIE SHELTON AS OF RECORD IN BOOK 802 PAGE 33, R.O.D.C. TENN.

IT IS ALSO AGREED AND A PART OF THE CONSIDERATION OF THIS SALE THAT THE PROPERTY HEREIN CONVEYED CAN NOT BE SOLD TO PEOPLE OF AFRICAN BLOOD OR DESCENT AND CANNONT BE OCCUPIED BY THEM ONLY IN THE CAPACITY OF SERVANTS.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said W.T. JORDAN, JR AND WIFE, DORA COODE JORDAN, 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 unencumbered.

WE further covenant and bind OURSELVES, heirs and representatives, to warrant and forever defend the title to said real estate to said W.T. JORDAN JR AND WIFE DORA COODE JORDAN, 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.T. JORDAN, JR AND WIFE, DORA COODE JORDAN do hereby transfer and convey unto A.F. STANFORD, 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.T. JORDAN JR AND WIFE DORA COODE JORDAN, 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 $ / COST OF CONSTRUCTION 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.

THEY 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 THEY 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 THEY, the said W.T. JORDAN JR AND WIFE, DORA COODE JORDAN, 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 THEY 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, THEY 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 sucessor 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.

THEY 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. THEY 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.T. JORDAN, JR AND WIFE, DORA COODE JORDAN 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 sucessor to execute this trust by any instrument in writing, to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to Trustee, shall be vested in said successor. A.F. STANFORD

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 R.D. STANFORD AND T.R. GUILL and W.T. JORDAN, JR AND WIFE, DORA COODE JORDAN, hereunto set our hands at , Tennessee, this the 30 day of JUNE, 193 1.

R.D. STANFORD
T.R. GUILL
W.T. JORDAN JR
DORA COODE JORDAN

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, H.T. VANCE, a Notary Public in and for said County and State, the within named R.D. STANFORD AND T.R. GUILL W.T. JORDAN, JR AND WIFE DORA COODE JORDAN the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And DORA COODE JORDAN
W.T. JORDAN, JR, wiFE of the said

having appeared before me privately and apart from HER husband, the said DORA COODE JORDAN, 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 NASHVILEE, Tennessee, this 30TH day of JUNE, 193 1.

My commission expires on the 10 day of JULY, 1934. (Seal) H.T. VANCE

REC'D JUNE 30, 1931 AT 1:50 P.M. Notary Public.

STEGER-MILLER, NASHVILLE