NUMBER 23925 RECORDED DEC 6,1932 C.H. WOODRUFF , ET UX TO ALVIE ANDERSON,ET UX

INSTALLMENT DEED

For and in Consideration of the sum of TWELVE HUNDRED AND NO ONE HUNDREDTHS DOLLARS ($1200), ~~XXX~~ DOLLARS of which ONE HUNDRED AND NO/ONE HUNDREDTHS DOLLARS ($100),HAS BEEN ~~XXXXXXXXXXXX~~ paid in cash by ALVIE ANDERSON AND WIFE, OTIE ANDERSON, THE , receipt of which is hereby acknowledged, and for the remainder ELEVEN HUNDRED AND NO ONE HUNDREDTHS DOLLARS ($1100), ~~XXXX~~ DOLLARS the said ALVIE ANDERSON AND OTIE ANDERSON HAVE EXECUTED A SERIES OF SEVENTY THREE LIEN NOTES OF EVEN DATE HEREWITH, SEVENTY TWO OF SAID NOTES IN THE PRINCIPAL SUM OF FIFTEEN DOLLARS EACH, THE LAST OR SEVENTY THIRD OF THE SERIES ON THE PRINCIPAL SUM OF TWENTY DOLLARS, THE FIRST OF THESE NOTES TO MATURE ON THE TWELFTH DAY OF DECEMBER,1932, THE REMAINING SEVENTY TWO ON OR BEFORE THE TWELFTH DAY OF EACH SUCCEEDING MONTH THEREAFTER UNTIL ALL ARE DUE OR PAID; ALL OF SAID NOTES BEARING SIX PER CENT INTEREST FROM DATE, AND PROVIDING FOR PAYMENT OF ATTORNEY FEES, AND TO SECURE THE PAYMENT OF SAID NOTES ,PRINCIPAL AND INTEREST, AND ATTORNEY FEES, A LIEN IS EXPRESSLY RETAINED ON THE LAND HEREIN CONVEYED, C.H. WOODRUFF AND WIFE HAVE THIS DAY BARGAINED AND SOLD, AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID ALVIE ANDERSON AND OTIE ANDERSON,THEIR HEIRS AND ASSIGNS, CERTAIN ~~REAL~~ REAL ESTATE IN DAVIDSON COUNTY,TENNESSEE,AS FOLLOWS:

BEING LOTS NUMBERS 56,57,58 ON THE PLAN OF MAPLEWOOD HEIGHTS SUBDIVISION, A PLAN OF WHICH IS OF RECORD IN BOOK 547,PAGE 77, IN THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENN.

SAID LOTS NOS.56,57, AND 58 FRONT TOGETHER 300 FT. ON THE WESTERLY SIDE OF SAUNDERS AVENUE AND RUN BACK BETWEEN PARALLEL LINES 300 FEET TO A DEAD LINE AND BEING PART OF THE SAME PROPERTY CONVEYED TO J.E. SAUNDERS BY DEED FROM ROBERT H.JONES, ET AL AS OF RECORD IN BOOK 635, PAGE 536, IN THE REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENN.

BEING THE SAME PROPERTY CONVEYED TO C.H. WOODRUFF BY DEED FROM J.E. SAUNDERS ET AL AS OF RECORD IN BOOK NO.670, PAGE 772, AND NOTED IN NOTE BOOK 34, PAGE 444 IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY,TENNESSEE.

~~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~~ - - - - - - -

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

~~- - heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:~~ -

I do declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the same in full. This ~~16~~ day of ~~1933~~ 1933

Attest: [signature] DEPUTY REGISTER

To Have and to Hold said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said ALVIE ANDERSON AND OTIE 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.

WE further covenant and bind OURSELVES,OUR heirs and representatives, to warrant and forever defend the title to said real estate to said ALVIE ANDERSON AND OTIE 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 ALVIE ANDERSON AND OTIE ANDERSON

do hereby transfer and convey unto E.R. DOOLITTLE , Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.

, the said , 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 $ 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 agree ~~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 ALVIE ANDERSON AND OTIE 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~~, 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 ~~NINETY~~ from date of such payment, this ~~NINETY DAYS~~ 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.

~~MATURITY OR IF FAILING TO PAY TAXES AS HEREIN PROVIDED;~~ (WITHIN NINETY DAYS) AFTER ~~NINETY DAYS~~

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 ALVIE ANDERSON AND OTIE ANDERSON ,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 E.R. DOOLITTLE, 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.H. WOODRUFF AND WIFE, DAISY WOODRUFF and ALVIE ANDERSON AND WIFE, OTIE ANDERSON , hereunto set our hands at MADISON , Tennessee, this the 12TH day of NOVEMBER, , 19 32.

C.H. WOODRUFF
DAISY S. WOODRUFF
ALVIE ANDERSON
OTIE ANDERSON

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, V.H. ELLIS , a Notary Public in and for said County and State, the within-named C.H.WOODRUFF AND DAISY WOODRUFF the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And DAISY WOODRUFF , ~~XX~~ ~~XXXXXXXX~~ said having appeared before me privately and apart from HER husband -, the said C.H.WOODRUFF , 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 MADISON , Tennessee, this 12 day of NOV , 19 32.

My commission expires on the 6 day of MAY,1935. , 19 (Seal) V.H.ELLIS

Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, A.L. STEWART , a Notary Public in and for said County and State, the within-named ALVIE ANDERSON AND OTIE 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 OTIE ANDERSON , ~~WI~~ ~~XX~~ ~~XXXXXXX~~ said having appeared before me privately and apart from HER husband -, ~~the~~ ALVIE ANDERSON , 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 ~~16~~ 19TH day of NOVEMBER , 19 32.

My commission expires on the 16TH day of APRIL,1934. ~~XXXX~~ (Seal) A.L.STEWART

Notary Public.

U.S.R.S. $1.50
REC'D DEC 5,1932 AT 1:55 P.M.