NUMBER 44627 RECORDED AUG 8, 1934 G.M. KIRKPATRICK ET UX TO ROY M.PARRISH, ET UX

INSTALLMENT DEED

For and in Consideration of the sum of NINE HUNDRED ONE & NO/100 ($901.00) - - DOLLARS
of which ONE ($1,00) - - - - - DOLLARS has been paid in cash by
ROY M.PARRISH AND WIFE, ADA C. PARRISH , receipt of which is hereby acknowledged, and for the remainder
NINE HUNDRED AND NO/100 ($900.00) DOLLARS
the said ROY M.PARRISH AND WIFE, ADA C. PARRISH HAVE EXECUTED THEIR 55 JOINT PROMISSORY LIEN NOTES OF EVEN DATE HEREWITH OF $10.00 EACH WITH INTEREST ON $550.00 COMPUTED FOR 55 MONTHS AND EQUALIZED AND ADDED TO THE FACE OF EACH NOTE MAKING SAID NOTES READ $11.38 AND $11.37 EACH ALTERNATELY, SAID NOTES PAYABLE ON THE FIRST DAY OF EACH AND EVERY MONTH BEGINNING ON JULY 1,1934; AND ONE NOTE OF $350.00 MATURING 56 MONTHS AFTER DATE WITH INTEREST AT 6 PER CENT. PER ANNUM PAYABLE ANNUALLY.

ANDFOR THE PURPOSE OF BORROWING $100.00 FOR FINANCING THE DIGGING OF A WELL ON THE WITHIN DESCRIBED PROPERTY, THE SAID ROY M.PARRISH AND WIFE, ADA C. PARRISH HAVE EXECUTED THEIR JOINT PROMISSORY LIEN NOTE OF EVEN DATE HEREWITH IN THE SUM OF $100.00 DUE 56 MONTHS AFTER DATE IN FAVOR OF G.M. KIRKPATRICK AND WIFE, SUSIE S. KIRKPATRICK WHICH NOTE SHALL CONSTITUTE A LIEN ON WITHIN DESCRIBED PROPERTY AND SHALL DRAW INTEREST AT 6 PERCENT PER ANNUM PAYABLE ANNUALLY, SAID NOTE TO BE CREDITED WITH AMOUNT OF DIFFERENCE BETWEEN COST OF WELL AND $100.00) IF WELL COSTS LESS THAN AMOUNT OF NOTE.

I, Register of the County aforesaid, do certify that the Debt secured by the instrument within recorded, and hereby release and discharge the same in full. This ... day of ... 1934
Attest: R.E. Kingsbury

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
G.M. KIRKPATRICK AND WIFE, SUSIE S. KIRKPATRICK
have this day bargained and sold, and do hereby transfer and convey, unto the said ROY M.PARRISH AND WIFE, ADA C. PARRISH,THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

ATRACT OF LAND LYING THE 2ND FORMERLY THE 5TH CIVIL DISTRICT OF SAID COUNTY AND STATE AND DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT IN THE CENTER OF STONES RIVER ROAD AT THE NORTHEAST CORNER OF A 20 AGRE TRACT OF LAND NOW BEING CONVEYED TO H.C. BAGGETT AND WIFE, AND JOHN F. BAGGETT, JR AND WIFE AND RUNNING THENCE S.4 DEG. W.1757.9 FEET,MORE OR LESS, TO A POINT 10 FEET NORTH OF THE NORTHERLY MARGIN OF A LANE;THENCE N.86 3/4 DEG. W. 242.5 FEET MORE OR LESS, TO A POINT ON THE WEST BANK OF A SPRING BRANCH; THENCE S. 4 DEG. W.10 FEET, MORE OR LESS, TO A FENCE; THENCE S.86 3/4 BEG. EAST 687 FEET, MORE OR LESS TO CAMPBELL'S SOUTHWEST CORNER;THENCE WITH FENCE N.4 DEG. E.1649 FEET, MORE OR LESS, TO POINT IN CENTER OF STONES RIVER ROAD; THENCE WITH THE CENTER OF STONES RIVER ROAD N.51 DEG. WEST 219 FEET;THENCE N.81 DEG. WEST 248 FEET TO POINT OF BEGINNING ACCORDING TO SURVEY MADE BY ERLE DRAKE JUNE 28TH,1934 AND CONTAINING 17.78 ACRES, MORE OR LESS, AND BEING PART OF THE SAME PROPERTY CONVEYED TO G.M. KIRKPATRICK AND WIFE, SUSIE S. KIRKPATRICK BY DEED FROM J.MACK ELLIS,TRUSTEE, OF RECORD IN BOOK__, PAGE __ REGISTER'S OFFICE FOR SAID COUNTY AND STATE.

To Have and to Hold said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said ROY M.PARRISH AND WIFE, ADA C. PARRISH,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 ROY M.PARRISH AND WIFE, ADA C. PARRISH 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 ROY M.PARRISH AND WIFE, ADA C. PARRISH do hereby transfer and convey unto J.MACK ELLIS , Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.

WE ROY M.PARRISH AND WIFE, ADA C. PARRISH , 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 $ 350.00 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 ROY M.PARRISH AND WIFE, ADA C. PARRISH , 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 ROY M.PARRISH AND WIFE, ADA C. PARRISH 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 J.MACK ELLIS 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 G.M.KIRKPATRICK & WIFE, SUSIE S. KIRKPATRICK and ROY M.PARRISH AND WIFE, ADA C. PARRISH , hereunto set our hands at NASHVILLE , Tennessee, this the 1 ST day of JUNE , 19 34.

G.M.KIRKPATRICK
SUSIE S. KIRKPATRICK
ROY M.PARRISH
ADA C. PARRISH

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, C.B. TUCKER , a Notary Public in and for said County and State, the within-named ROY M.PARRISH AND WIFE, ADA C. PARRISH the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And ADA C. PARRISH,WIFE ROY M.PARRISH XXX of the said having appeared before me privately and apart from HER husband , the said ADA C. PARRISH , 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 7TH day of AUG , 1934.
My commission expires on the JAN 7 day of JAN , 19 35. (Seal) C.B. TUCKER
Notary Public.

STATE OF ~~TENNESSEE~~ MISSOURI CITY OF ST. LOUIS ~~DAVIDSON~~ COUNTY.

Personally appeared before me, WALTER C. BORGSTEDE , a Notary Public in and for said County and State, the within-named G.M. KIRKPATRICK AND WIFE, SUSIE S. KIRKPATRICK the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And SUSIE S. KIRKPATRICK,WIFE G.M. KIRKPATRICK XXXX of the said having appeared before me privately and apart from HER husband , the said SUSIE S. KIRKPATRICK , 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 2ND day of AUG , 19 34.
My commission expires on the 3rd day of Nov. , 1936 (Seal) WALTER C. BORGSTEDE
U.S.R.S. $1.00 Notary Public.

REC'D AUG 7,1934 AT 1:10 P.M.