NUMBER 56246 RECORDED MAY 29TH, 1935, THE FIRST NATIONAL BANK OF CHICAGO ET ALS, TO HERMAN FLUTY

INSTALLMENT DEED

For and in Consideration of the sum of ONE HUNDRED FIFTY AND NO/100 ($150.00) DOLLARS
of which FIFTY AND NO/100 ($50.00) DOLLARS has been paid in cash by
HERMAN FLUTY receipt of which is hereby acknowledged, and for the remainder
ONE HUNDRED ($100.00) DOLLARS DOLLARS THE SAID HERMAN FLUTY HAS EXECUTED HIS THREE PROMISSORY
NOTES OF EVEN DATE HEREWITH PAYABLE TO THE ORDER OF THE FIRST NATIONAL BANK OF CHICAGO ~~DOLLARS~~
~~the said~~ AND JOHN BAXTER TRUSTEES AS HEREINAFTER SET OUT, THE FIRST TWO OF WHICH ARE IN THE SUM
OF THIRTY THREE AND 33/100 ($33.33) DOLLARS AND ARE DUE RESPECTIVELY ON ORBEFORE SIX AND TWELVE
MONTHS FROM DATE THE THIRD NOTE IS IN THE SUM OF THIRTY THREE AND 34/100 ($33.34) DOLLARS, AND
IS DUE ON OR BEFORE EIGHTEEN MONTHS FROM DATE. 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 CON-
VEYED WE, THE FIRST NATIONAL BANK OF CHICAGO A NATIONAL BANKING CORPORATION SUCCESSOR BY
CONSOLIDATION TO FIRST UNION TRUST AND SAVINGS BANK AND JOHN BAXTER AS TRUSTEES AND EXECUTORS
UNDER THE WILL OF JOANNA E. BAXTER WHICH WILL IS OF RECORD IN WILL BOOK NO. 51 PAGE 18 ET SEQ.
OF RECORDS OF THE COUNTY COURT OF DAVIDSON COUNTY TENNESSEE ACTING UNDER POWER AND AUTHORITY
VESTED IN US AS SUCH BY THE SAID WILL HAVE THIS DAY BARGAINED AND SOLD AND DO HEREBY TRANSFER
AND CONVEY UNTO THE SAID HERMAN FLUTY HIS HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON
COUNTY TENNESSEE, AS FOLLOWS: BEING LOT NO. 130 ON THE MAP OF WATERS' PLACE AS OF RECORD IN
BOOK 332, PAGES 136 AND 137 REGISTER'S OFFICE FOR SAID COUNTY. SAID LOT 130 FRONTS 50 FEET ON
THE EAST SIDE OF RIVERSIDE DRIVE AND RUNS BACK BETWEEN PARALLEL LINES 160 FEET, TO A 12 FOOT
ALLEY IN THE REAR. TO HAVE AND TO HOLD SAID REAL ESTATE WITH THE APPURTENANCES ESTATE TITLE
AND INTEREST THERETO BELONGING TO THE SAID HERMAN FLUTY HIS HEIRS AND ASSIGNS FOREVER SAID
TRUSTEES AND EXECUTORS DO COVENANT AS SUCH AND NOT OTHERWISE THAT THEY ARE LAWFULLY SEIZED AND
POSSESSED OF SAID REAL ESTATE IN FEE SIMPLE AS THE SAME WAS HELD BY THE SAID JOANNA E. BAXTER
AT THE TIME OF HER DEATH HAVE A GOOD RIGHT TO CONVEY IT AND THAT SAME IS UNENCUMBERED BY ANY
ACT OR THING DONE OR SUFFERED TO BE DONE BY THEM AS SUCH TRUSTEES, AND EXECUTORS EXCEPT BY 1935
TAXES ASSUMED BY THE PURCHASER AND BY ZONING ORDINANCES AND BUILDING RESTRICTIONS IF ANY.
AND SAID TRUSTEES AND EXECUTORS AS SUCH AND NOT OTHERWISE DO FURTHER COVENANT AND BIND
THEMSELVES AND THEIR SUCCESSORS IN TRUST TO WARRANT AND FOREVER DEFEND THE TITLE TO SAID REAL
ESTATE TO SAID HERMAN FLUTY HIS HEIRS AND ASSIGNS AGAINST THE LAWFUL CLAIMS OF ALL PERSONS
THIS CONVEYANCE AND ALL COVENANTS HEREIN ARE MADE BY SAID TRUSTEES AND EXECUTORS IN THEIR
REPRESENTATIV CAPACITY AND IN NO OTHER CAPACITY OR OTHERWISE.

X
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,
X
principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed
X
X
have this day bargained and sold, and do hereby transfer and convey, unto the said
X
heirs and assigns, certain real estate in Davidson County,
X
Tennessee, as follows:

STATE OF ILLINOIS, ACKNOWLEDGEMENT.
COOK COUNTY ... BEFORE ME C. E. TROUGHEAR A NOTARY PUBLIC OF THE STATE AND COUNTY AFORESAID
PERSONALLY APPEARED O. A. BESTEL AND L. R. ROCHETTO WITH WHOM I AM PERSONALLY ACQUAINTED
AND WHO U PON OATH ACKNOWLEDGED THEMSELVES TO BE VICE PRESIDENT AND ASST. SECRETARY OF THE
FIRST NATIONAL BANK OF CHICAGO THE WITHIN NAMED BARGAINOR A NATIONAL BANKING CORPORATION AND
THAT THEY AS SUCH VICE PRESIDENT AND SECRETARY BEING AUTHORIZED SO TO DO EXECUTED THE FORE
GOING INSTRUMENT AS EXECUTOR AND TRUSTEE UNDER THE WILL OF JOANNA E. BAXTER FOR THE PURPOSE
THEREIN CONTAINED BYSIGNING THE NAME OF THE CORPORATION AS SUCH EXECUTOR AND TRUSTEE THERETO
BY THE SAID O.A. BESTEL AS VICE PRESIDENT AND AFFIXING THE CORPORATE SEAL THERETO AND ATTEST
ING THE SAME BY THE SAID L. R. ROCHETTO AS ASST. SECRETARY.
WITNESS MY HAND AND SEAL AT OFFICE IN CHICAGO ILLINOIS THIS 22N DAY OF MAY 1935.
MY COMMISSI ON EXPIRES FEBRUARY 15, 1937 (SEAL) C. E. TROUGHEAR NOTARY PUBLIC

STATE OF ILLINOIS,
COOK COUNTY
PERSONALLY APPEARED BEFORE ME C. E. TROUGHEAR A NOTARY PUBLIC IN AND FOR THE
SAID STATE AND COUNTY THE WITHIN NAMED JOHN BAXTER THE BARGAINOR WITH WHOM I AM PERSONALLY
ACQUAINTED AND WHO ACKOWLEDGED THAT HE AS EXECUTOR AND TRUSTEE UNDER THE WILL OF JOANNA E.
BAXTER EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED
WITNESS MY HAND AND OFFICIAL SEAL AT CHICAGO ILLINOIS 22ND, DAY OF MAY 1935
(SEAL) C. E. TROUGHEAR,
NOTARY PUBLIC
MY COMMISSION EXPIRES FEBRUARY 15, 1937

X
To Have and to Hold said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said
X
, heirs and assigns,
X
forever, covenant that lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and
X
that the same is unincumbered.
X
X further covenant and bind , heirs and representatives, to warrant and forever defend the title to said
real estate to said X 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 HERMAN FLUTY AND WIFE NANNIE FLUTY

do hereby transfer and convey unto R.W.BRATTON , 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 true and lawful holder of the claim secured by the instrument within
acknowledge the satisfaction thereof and discharge of the lien to secure
day of , 1936
By

WE , the said HERMAN FLUTY AND WIFE NANNIE FLUTY , 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 $ 150.00 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 HERMAN FLUTY AND WIFE NANNIE FLUTY , 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 HERMAN FLUTY AND WIFE NANNIE FLUTY THEIR representatives or assigns.

(X) OR FOR ANY OTHER REASON SATISFACTORY TO THE OWNER OR HOLDER OF SAID LIEN NOTES

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 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 THE FIRST NATIONAL BANK OF CHICAGO AND JOHN BAXTER AS EXECUTORS AND TRUSTEES, UNDER THE WILL OF JOANNA E. BAXTER AND HERMAN FLUTY AND WIFE NANNIE FLUTY ~~and~~ , hereunto set our hands at CHICAGO ILLINOIS AND NASHVILLE, Tennessee, this the 1ST, day of MAY , 19 35

(SEAL) THE FIRST NATIONAL BANK OF CHICAGO
NOT INDIVIDUALLY BUT SOLELY AS EXECUTOR AND TRUSTEE UNDER THE WILL OF JOANNA E. BAXTER,
ATTEST: BY O.A. BESTEL, VICE PRESIDENT
L R. ROCHETTO JOHN BAXTER,
ASST. SECRETARY EXECUTOR AND TRUSTEE UNDER THE WILL OF JOANNA E. BAXTER,
HERMAN FLUTY
NANNIE FLUTY

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, AGNES D. ECKHARDT, , a Notary Public in and for said County and State, the within-named HERMAN FLUTY AND WIFE NANNIE FLUTY the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And NANNIE FLUTY WIFE , wi of the said HERMAN FLUTY having appeared before me privately and apart from HER husband , the said NANNIE FLUTY , 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 28 day of MAY , 19 35
My commission expires on the 2/2/36 ~~day of~~ ; ~~19~~ (Seal) AGNES D. ECKHARDT,
U.S.R.S $.50¢ Notary Public.
RECD MAY 28TH, 1935 AT 2:56 P.M.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, , a Notary Public in and for said County and State, the within-named the bargainor , with whom I am personally acquainted, and who acknowledged that executed the within instrument for the purposes therein contained.

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

Witness my hand and official seal at , Tennessee, this day of , 19
My commission expires on the day of , 19 (Seal)
Notary Public.